

ZB# 95-30

ECTS Scenic Technologies

4-3-10.12

Prelim.

June 12, 1995.

Referred by Planning Bd.
Ordered list 6/8/95.

Copy of:

- ① ~~Deed~~ Contract
- ② Title Report
- ③ Fees: ① 150.00 + Rd
- ④ Photos ② 500.00 + Pl.
- ⑤ Revised Site Plan
- ⑥ ~~Sign~~ 7 Letters out 6/13/95.
- ⑦ Notice to Suspend - 6/13/95.4

Public Hearing:

June 26, 1995

~~Ord # of Pending~~

Granted Area:

Variances

Refund: \$ 341.66

#95-30- ECTS - Scenic Technologies
Freedom Road Realty - owner
Area - 4-3-10.12

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

14667
June 9 1995

Received of ECTS Scenic Technology Co. \$ 150.00

One Hundred fifty 00/100 DOLLARS

For ZBA # 95-30

DISTRIBUTION:

FUND	CODE	AMOUNT
Cr # 18725		150.00

By Dorothy H. Hansen

Town Clerk

Title

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: ECTS - Scenic Tech
Freedom Road Realty

FILE # 95-30

RESIDENTIAL: \$ 50.00
 INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE \$ 150.00 paid
 * * * * * CK# 18725

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 500.00 paid
 CK 18724
 6/8/95

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE 6/12/95 - 9 pages \$ 40.50
 2ND PRELIM. MEETING - PER PAGE 6/26/95 - 8 pages \$ 36.00
 3RD PRELIM. MEETING - PER PAGE \$ _____
 PUBLIC HEARING - PER PAGE \$ _____
 PUBLIC HEARING (CONT'D) PER PAGE \$ _____
 TOTAL \$ 76.50

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 6/12/95 \$ 35.00
 2ND PRELIM. 6/26/95 \$ 35.00
 3RD PRELIM. \$ _____
 PUBLIC HEARING \$ _____
 PUBLIC HEARING \$ _____
 TOTAL \$ 70.00

MISC. CHARGES:

Mailing 37 notices \$ 11.84
 TOTAL \$ 158.34

LESS ESCROW DEPOSIT . . . \$ 500.00
 (ADDL. CHARGES DUE) . . . \$ _____
 REFUND DUE TO APPLICANT . \$ 341.66

(ZBA DISK#7-012192.FEE)

Refund

ECTS. SCENIC TECHNOLOGY CO., INC.

SHORE ROAD, BOX 335

CORNWALL-ON-HUDSON, NY 12520

PH. (914) 534-6700

THE BANK OF NEW YORK

CORNWALL, NY 12518

50-235-219

18

****ONE HUNDRED FIFTY DOLLARS AND NO CENTS****

DATE

AMOUNT

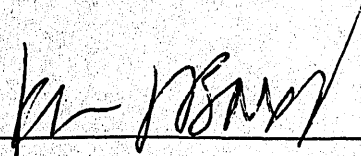
6-8-95

\$150.00

PAY

TO THE
ORDER
OF

TOWN OF NEW WINDSOR



ZBA #95-30

⑈018725⑈ ⑆021902352⑆ ⑈0223011693⑈

ECTS. SCENIC TECHNOLOGY CO., INC.

SHORE ROAD, BOX 335

CORNWALL-ON-HUDSON, NY 12520

PH. (914) 534-6700

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****FIVE HUNDRED DOLLARS AND NO CENTS****

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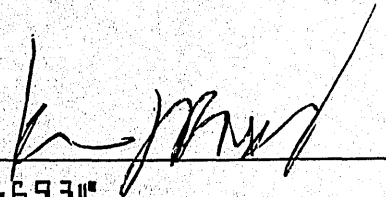
6-8-95

\$500.00

PAY

TO THE
ORDER
OF

TOWN OF NEW WINDSOR



ZBA #95-30.

⑈018724⑈ ⑆021902352⑆ ⑈0223011693⑈

-----X
In the Matter of the Application of

ECTS SCENIC TECHNOLOGIES
A/K/A SCENIC PROPERTIES, INC.

DECISION GRANTING
AREA VARIANCES

#95-30.

-----X
WHEREAS, ECTS SCENIC TECHNOLOGIES, a corporation having an office at Shore Road, Cornwall-on-Hudson, New York 12520, has made application before the Zoning Board of Appeals for a 7.05 ft. front yard (Wembly Road west), 4.11 ft. front yard (Temple Hill Road), 2.53 ft. maximum building height and 135 parking space variance in order to utilize the existing structure for production of stage scenery at the location on Temple Hill Road (formerly Boss Glass) in a PI zone; and

WHEREAS, a public hearing was held on the 26th day of June, 1995, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared by William Squires, P. E.; and

WHEREAS, there was one spectator appearing at the public hearing; and

WHEREAS, one person spoke raising questions with respect to the application and the operation to be conducted there if the application is granted; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence presented by the applicant showed that:

(a) The subject property is a commercial premises located in an industrial development in a neighborhood of other commercial premises and across the street from other commercial premises.

(b) The variance requested for the mason rebuilding was made necessary by the expansion of the adjacent Route 300 by the State of New York. Before that expansion it was in compliance with the Town of New Windsor Zoning Local Law.

(c) With respect to the height variance, the height of the building as it exists is consistent with the neighborhood and is visually consistent with the neighborhood.

(d) The variance for offset distance is not apparent

for the existing structure because the property line in this area is considerably removed from the edge of the pavement so that it appears consistent with the neighborhood.

(e) With respect to the parking, there is provision on the site instituted in the requisite amount of parking and since any future commercial use of the premises will be subject to a site plan, it is anticipated that if greater parking is required for some future use, it could be supplied.

(f) The premises as it existed was in the same condition before it became the property of the present owner and all variances which are sought herein are for existing conditions.

(g) To put additional paved parking spaces on the premises, while possible, would have an adverse effect on the drainage from the premises.

(h) The variances sought could not be avoided except by demolition and reconstruction of the entire structure.

(i) The traffic on Route 300 would be approximately the same as was the case when the building was occupied by the previous tenant as the number of employees are approximately the same or less.

(j) The proposed operation would dispose of the small amount of hazardous waste that is produced, in an environmentally conscious manner.

(k) Waste material and refuse from products will be stored inside the building to the south and will not be exposed to the elements.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The variances requested are substantial but are nevertheless warranted because of the unique layout and construction of the site.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulties herein are not self-created as the building and site existed in its present condition when it was purchased. The variance requested for parking is self-created but should be granted because reduced parking will produce a

reduced impact of traffic on the adjacent Route 300 and will promote drainage of the premises by not having impervious surfaces throughout.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variances are the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

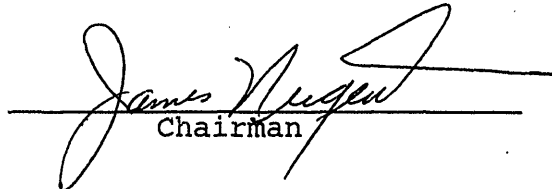
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 7.05 ft. front yard (Wembly Road west), 4.11 ft. front yard (Temple Hill Road), 2.53 ft. maximum building height and 135 parking space variances in order to utilize existing structure for production of stage scenery at the Temple Hill Road location (formerly Boss Glass), in a P.I. zone, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: August 14, 1995.


Chairman

(ZBA DISK#13-072195.ECT)

Date 6/29....., 1993.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Scenic Properties/ECTS DR.

Box 335 - Shore Road

Cornwall-on-Hudson, N.Y. 12520

Charge: ZBA
Escrow

DATE

Escrow

CLAIMED

ALLOWED

[illegible]

Date 6/28/95, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Sycamore Dr DR.
New Windsor NY 12553

DATE			CLAIMED	ALLOWED
6/1/95		Zoning Board Meeting	75 00	
		Misc. - 3		
		Dayton - 5		
		Dubetsky - 8		
		Roberts - 4		
		McB - 7		
		Brown - 4		
		JaroscaK - 4		
		Rhodes - 14		
		Trifilo - 3		
		Franca - 10		
		Brisman - 5	337 50	
		ELTS - 8	412 50	

36.00

75.00

RECTS SCENIC TECHNOLOGIES

MR. NUGENT: Request for 7.05 ft. front yard (Wembly Road west), 4.11 ft. front yard (Temple Hill Road), 2.53 ft. maximum building height and 135 parking space variances in order to utilize structure for production of stage scenery at location on Temple Hill Road (former Boss Glass) in a PI zone.

Mr. William Squires, P.E. appeared before the board for this hearing.

MS. BARHNART: For the record, I sent out 37 addressed envelopes to adjacent property owners on June 13, 1995 in a timely manner.

MR. SQUIRES: Last time we met, we talked about these variances that we're requesting and after I left, I went out and took some photographs and had them blown up of the site. Now, the first variance that we're requesting is a distance variance off of Temple Hill Road to the masonry building, that is on the south east corner of the lot, which is this building right here shown in this picture and here looking north down the drive. When this was originally constructed, it was in compliance with the zoning laws but when they widened Route 300, four or five years ago, the state came in and by eminent domain acquired additional property and at that time forced the building into a noncompliance situation. And that is one. The second variance which is a distance and a height variance for an addition that was put on this north end, a 50 by 75 foot addition with a 24 foot eaves, that is represented here, this is a photo looking from Route 300 westward down Wembly Avenue extension and this is the building here that has the need for a variance. That building is also shown here on this photo looking from Wembly Avenue extension eastward up towards 300 with the building being back here. One of the things I'd like to point out to you regarding this is from a height standpoint, the most visible view from most people is seeing it as you're traveling along Route 300 and Route 300 is substantially higher than the area as you get into the industrial part so the height is not as pronounced as you would think. And secondly, the

offset distance here is also not as obvious as you would think because the property line here is quite a bit of distance about 15, 20 feet to the edge of the pavement of the road, which is a fairly large amount compared to a lot of areas where the property line is closer to the road and that in my opinion adds a little bit to the distance consideration. That is those distance variances. The other variance that we're requesting here is to limit the amount of parking that we're providing to 134 vehicles, rather than, I'm sorry, to 148 vehicles rather than the 282 that the zoning would require. The two reasons we're limiting ourselves or, trying to limit ourselves to 148 is one the maximum employment that has ever been for the facility of East Coast 125 and we're going beyond that and secondly, I'm trying to balance somewhat the effects of having too much paving in there against the runoff, I'd like to be able to utilize as much of the natural land as possible for soil absorption rather than putting more into a drainage consideration. The drainage that we do have the variances that we're requesting are basically ones that are of our own making because we're acquiring the piece of property that we knew in advance had violations and had no prior permit or C of O. Other than that, though, that explains the variances we're requesting and any questions?

MR. KANE: Mike, the building height, does that come into effect because of the change of Temple Hill, would that be closer to the road?

MR. BABCOCK: The building height?

MR. SQUIRES: Height and distance variance required are for the addition off of Wembly Avenue extension as opposed to the one of--

MR. BABCOCK: Mike, in a PI zone, it's six inches per foot, the distance of the nearest lot line. So as you put an addition on the building and get closer, your building height goes down.

MR. TORLEY: At the Preliminary Hearing, you felt that putting in more parking spaces to get closer to the

requirements might leave you a drainage problem and cause difficulties for other nearby owners.

MR. SQUIRES: That is true. I'm trying to draw a balance between satisfying parking requirement and not creating another problem by doing that.

MR. KANE: And also with most of these variances, you're really not self-created but created by a prior, by the prior builder and you inherited that by purchasing the building.

MR. SQUIRES: Right, knowingly so.

MR. LANGANKE: Didn't we also determine that if this property were sold in the future for a different use and the parking requirements change that they would have to come back and get re-evaluated?

MR. BABCOCK: That is correct.

MR. SQUIRES: So the parking is tied to the current use.

MR. KANE: Right.

MR. BABCOCK: Right, if somebody else operates the building under the same use, they would have the same requirements.

MR. KANE: And financially, it's not possible to change the building height at this time or move it so there's a financial hardship.

MR. NUGENT: They bought it because of the height of it.

MR. KRIEGER: But the question is it wouldn't be easy to change the height of the building at this point?

MR. BABCOCK: No.

MR. KANE: We need you to answer the question.

MR. BABCOCK: Structurally, you couldn't change the

height of the building.

MR. SQUIRES: It would require demolition.

MR. KRIEGER: What is it, if I may, what are the properties that surround this building?

MR. SQUIRES: Well, across the road, Wembly Avenue, it is an empty lot at this time, it's part of the planned industrial zone. Behind this or to the west, I guess is further down is Grangers.

MR. BABCOCK: Mt. Ellis Paper Supply, there's an empty lot between them and Mt. Ellis Paper supply.

MR. KANE: So similar area, all similar businesses with big size buildings.

MR. LANGANKE: It's industrial.

MR. SQUIRES: On the east side is, well, from about midpoint here.

MR. BABCOCK: Some single families.

MR. SQUIRES: Union Avenue takes off coming up to here and beyond that, there's some store front situations right on the corner and beyond that it becomes residential.

MR. KRIEGER: Is this building significantly higher than those particularly commercial and industrial uses that are in its immediate vicinity?

MR. SQUIRES: No, it is not higher than any of the others and like I mentioned before, I think it's even perceived to be fairly low because of the, it's relationship to Route 300, which is the main traffic area, which is about eight to ten foot from the ground level of the building to the road level of Route 300.

MR. NUGENT: Mr. Squires, we had some concerned citizens call us and wanted some questions answered. One of them was is it going to make a significant impact on the traffic in the area cause I know that is

a pretty congested area already.

MR. SQUIRES: I think to some extent there will be periods where it will be heavier than it is now because you do have a shift coming in, your employees coming in to an area but you do have two exits to get out. I appreciate their concern because I have gone through there plenty of times and I have watched for example the UPS trucks trying to get out and head north and I think it's difficult but that would be the main traffic concern would be those times, start and the end of the workday.

MR. BABCOCK: Maybe you can answer as far as Boss Glass you represented Boss Glass also and it was the same requirement.

MR. SQUIRES: That is a good point, Mike.

MR. BABCOCK: It was the same requirement for parking as for employees as the previous use as it is now. So I don't think, unless they are increasing the employee such an amount over and above what Boss Glass was or Insulpane, I think everybody knows Insulpane was there.

MR. SQUIRES: Actually, it's a lesser requirement, Boss Glass had over 200 employees when they are in full production.

MR. BABCOCK: So the traffic would decrease from what the present use was.

MR. LANGANKE: We're not saying that this is almost maximized because isn't there a lot of space for more development in that park?

MR. NUGENT: Yes.

MR. LANGANKE: We couldn't be possibly be at capacity now.

MR. BABCOCK: Right.

MR. KRIEGER: What impact on the traffic would there be with respect to non-employee traffic deliveries and

whatever the opposite of delivery is?

MR. SQUIRES: On an overall monthly period, it would be very small. There's a point where loading all the scenery, it is going out over a period of a day or two, they may have five or six total semis come in, load it up and then gone. But it's not like you're like Howard Express, it would be periodically and come in little bunches but the bunches then are even small.

MR. NUGENT: I have one other question from a concerned citizen about the paints and turpentine disposal that they use in the manufacturing of these sets, what do they do with it when it's finished?

MR. SQUIRES: This is Orestes Mihaly from East Coast.

MR. MIHALY: Most of the paint products that are used in the construction of our scenery is all latex paints, we use very small amounts of oil base or like a car paint type of thing. Those items that we do use we have picked up, we keep the turpentine in buckets, we keep some of the things that we clean our electronic parts on which is 15 gallons over three months, it's really not a lot of stuff, picked up by a company that does handles hazardous wastes and it's all documented so we have our steel sent to be recycled and we try and be as environmentally conscious as possible, saves us money.

MR. SQUIRES: Add one more comment to that is waste material and refuse from products to be stored inside the building, that is to the south, the projects to the south, so that this will not be exposed and sitting outside with the overhead doors so that the cars come in and load it up, nothing unlike what was going on with Boss Glass where they had broken glass in cartons outside, this is all being kept inside.

MR. NUGENT: Are there any further questions by the board? I'll open it up to the audience. State your name for the stenographer, please.

MR. GRANUZZO: Representing Gamma Realtry and A.J. Washroom Accessories. On the opposite end of the

Wembly Road, can I go up there? I believe he was mentioning Wembly Road on the left side.

MR. SQUIRES: Wembly Road Extension.

MR. GRANUZZO: Is right here, my property runs right here, I don't have any objections with building height or anything else. In fact, I don't have any objections at all. I may be in the wrong court, maybe I have to direct this to the department of traffic, but what we have now are two problems. Number one, this building that was never completed is an eyesore and projects out quite a bit. To me, that is, I don't know if they intend to finish it or if it's too close to the road or what. Our main reason for being here is the 7 foot variance on Wembly Road, Wembly Road at this point is a very congested road. If you go there from 4 o'clock to 6:30, you can't leave the road, you can't make a left turn. It's not wide enough for people to make a right turn so we're trapped.

MR. SQUIRES: The variance isn't for Wembly Road, it's for Wembly Road Extension on this.

MR. GRANUZZO: That is why I say I may be here at the wrong area. What I am requesting is a widening of this road and a traffic light, some type of traffic control for that period of time from 4 o'clock to 6:30, those are my only objections. I welcome having a neighbor and you know that's about it.

MR. NUGENT: To answer your question, as far as this board is concerned, we really don't have a great deal of control over the widening of the road or traffic signal, that would be, would have to be I think brought before the Town Board.

MR. KRIEGER: Traffic concerns will have to be brought before the DOT and widening of the road, the appearance of the road.

MR. LANGANKE: Obviously, they are going to have to do something.

MR. GRANUZZO: Like I said, I didn't know if I was in

the right area or not. My objection is just the 7 foot variance. If you give him a 7 foot variance, are they then going to say that we can't widen the road because of that variance?

MR. TORLEY: It's on the other side.

MR. GRANUZZO: Okay, but you're saying Wembly Road.

MR. SQUIRES: One is Wembly Road, one is Wembly Road Extension, we're talking about the extension.

MR. TORLEY: Where you said they are going to be storing the waste products, is it presently not completed?

MR. SQUIRES: Right now, it does not have a skin on it but it's going to be skinned and it is 54 feet away from the property line.

MR. TORLEY: It will be skinned in completely?

MR. SQUIRES: Oh, yes, yes.

MR. BABCOCK: The building that they are talking about he's not requesting a variance for.

MR. TORLEY: I know.

MR. KANE: So you know that if this one variance is going for on Temple Hill, they are basically going for that variance because the state did take the property so they wanted to, my point is if they want to widen the road, they'll do it, whether there is a variance there or not, they'll just do it.

MR. GRANUZZO: That was my only objection.

MR. SQUIRES: I just, I tend to agree with you, that it requires some traffic control. I want to make a point for you is we're holding the parking back considerably so we're not trying to provide parking right up to this property line so there's room for the state to acquire some of the land for road expansion.

MR. GRANUZZO: That is definitely needed.

MR. KRIEGER: With respect to the park, I would encourage you to make your comments known both to the DOT and to the Planning Board, New Windsor Planning Board cause this particular application and all their applications for the building within that industrial park will have to get approval, site plan approval from the Planning Board. That is not this board but that is the--

MR. GRANUZZO: I'll follow it through that way. I just wanted to know where we stood there.

MR. NUGENT: Is there anyone else in the audience that would like to speak? Hearing none, we'll close the public hearing and open it back up to the board members for any further questions.

MR. TORLEY: I'm glad to see a new tenant coming in there, going to be a real asset.

MR. NUGENT: I'll accept a motion.

MR. TORLEY: I move we grant ECTS there requested variances.

MR. KANE: Second the motion.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE
MR. REIS	AYE

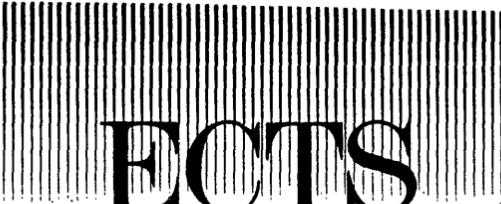
MR. KANE: I move we adjourn.

MR. REIS: Second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE

February 8, 1995



ECTS
SCENIC TECHNOLOGY

RECEIVED
FEB 10 1995
TOWN OF NEW WINDSOR
SUPERVISOR'S OFFICE

Mr. George Meyers
Supervisor Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

RE: 335 Temple Hill Road Property/Boss Glass Building

Dear George,

I wanted to take an opportunity to thank you for the lobbying effort you made on our behalf in connection with the County Finance Committee. I attended two committee meetings with Bob Scherreik and must say that it was enlightening in a most disappointing sense -- not to mention a complete waste of my time. I never find the time to keep abreast of local politicians and their politics but I will do my best in the future to determine who is supporting economic development. I did not have one good thing to take from hearing those clowns discuss the county government's role in economic development. Only the representative from Newburgh expressed a concern that the local governments provide incentives for business development that will have positive long term effects on local communities. I am not being subjective here -- we will go forth with our plan because we are growing successfully, but the interest and penalty monies not forgiven will not be available to improve our property.

As you may well be aware of, the auction of the 335 Temple Hill Road property is scheduled for February 10. We are preparing to complete what has been an unusual transaction and look forward to making a real determination on what direction(s) we will take with the building. At this juncture we continue to evaluate the requirements of our existing business plan and the ramifications of a change in that plan which would leave us in a position of having erred toward excess capacity.

Nevertheless, we look forward to opening up conversations with your planning and zoning boards in the near future and hope that we find that their intentions have not changed. Everyone here at ECTS is excited about the new facility and we look forward to working with you for many years to come.

Very truly yours,



John P. Wolf

6/26/95 Public Hearing - ECTS Scenic Technologies - #95-30

Name:

Address:

Mr. Dranup 319 Temple Hill Rd,
Gamma Realty No objection
A&T Washroom accessories

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

95-30

Date: 06/12/95

I. Applicant Information:

- (a) ECTS-SCENIC TECHNOLOGIES-Box 335, Cornwall-on-Hudson, N. Y. 12520 x
(Name, address and phone of Applicant) (Owner)
- (b) - _____
(Name, address and phone of purchaser or lessee)
- (c) - _____
(Name, address and phone of attorney)
- (d) William C. Squires, P.E., 11 Ashwood Terrace, Newburgh, N. Y. 12550
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- (☐) Use Variance (☐) Sign Variance
- (☒) Area Variance (☐) Interpretation

III. Property Information:

- (a) PT 335 Temple Hill Road 4-3-10.12 9.54 acres+
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? _____
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? Yes
If so, when? 1975
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? Yes
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: n/a
- _____
- _____
- _____

IV. Use Variance. n/a

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____

(b) ^{n/a} The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No x.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. E,I,O.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>40,000 s.f.</u>	<u>415,555 s.f.</u>	<u>-</u>
Min. Lot Width <u>150 ft.</u>	<u>631 ft.</u>	<u>-</u>
Reqd. Front Yd. <u>50 ft.</u>	Wemby: <u>42.95 ft.</u> Temple Hill: <u>46.89</u>	<u>7.05 ft.</u> <u>3.11 ft.</u>
Reqd. Side Yd. <u>15/40</u>	<u>n/a</u>	<u>-</u>
Total Side Yd. <u>40</u>	<u>n/a</u>	<u>-</u>
Reqd. Rear Yd. <u>20 ft.</u>	<u>61.6 ft.</u>	<u>-</u>
Reqd. Street Frontage*	<u>-</u>	<u>-</u>
Max. Bldg. Hgt. <u>B1- 21.47 ft.</u> <u>B2- 30.80 ft.</u> <u>B3- 67.53 ft.</u>	<u>B1- 24.0 ft.</u> <u>B2- 24.0 ft.</u> <u>B3- 48.0 ft.</u>	<u>B1- 2.53 ft.</u> <u>-</u> <u>-</u>
Min. Floor Area*		
Dev. Coverage* <u>n/a</u> %	<u>n/a</u> %	<u>n/a</u> %
Floor Area Ratio** <u>0.60</u>	<u>0.41</u>	<u>-</u>
Parking Area <u>282</u>	<u>148</u>	<u>134</u>

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

(b) Applicant, ECTS SCENIC TECHNOLOGIES, seeks to construct structural changes to the former Boss Glass building located at 335 Temple Hill Road in a PI zone in order to utilize the building for the design, manufacture and production of scenery for stage shows. In addition, Applicant proposes to install a movable structure which is presently located at their Cornwall site. A large portion of the structures will be used for the storage of scenery. Applicant ECTS has been in the process of purchasing the building which was in foreclosure for a period of time. Applicant has also been to the Planning Board and is at present being referred to the Zoning Board of Appeals for the following area variances: (1) 7.05 ft. front yard variance on Wembly Road West, (2) 3.11 ft. front yard variance on Temple Hill Road, (3) 2.53 ft. maximum building height variance and (4) 134 off/site parking spaces.

Applicant is at a loss with respect to the two (2) front yard variances requested since the State of New York condemned several feet of road frontage when Route 300 (Temple Hill Road) was widened some years ago. With respect to the maximum building height variance, Applicant must seek this due to the nature of the business. Stage scenery is manufactured and stored in large segments, requiring oversized warehousing. Thus, a building which has an average ceiling would not have utility. With respect to the off/site parking spaces which are required, Applicant must be very careful not to upset the balance of trees and soil which are necessary to prevent flooding. If Applicant were compelled to blacktop a very large parking area, this in itself would create flooding conditions in the area.

It is the opinion of Applicant ECTS that its operation will benefit the neighborhood and community and will not be a detriment to the health, safety or welfare of the neighborhood or community because of the fact that the structure is located in a PI zone.

The requested variances will not result in substantial detriment to the adjoining properties or change the character of the neighborhood since many light manufacturing and industrial complexes are presently located in the immediate area.

Applicant believes that the proposal before the Board will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

Applicant believes that some of the requested area variances are substantial but believes that the Board should grant the variances so that Applicant can occupy a building which has been otherwise vacant for a long period of time.

Applicant knows of no other feasible method available to pursue which can produce the necessary results other than the variance procedure.

When considering the proposal before the Board it should be noted that the difficulty is self-created because Applicant ECTS

has purchased the structure knowing full well that certain variances were required by the ZBA. However, Applicant proposes certain architectural improvements which will enhance the existing structure and allow it to conform to the manufacture and production of stage scenery.

The requested variances will produce no substantial effect on the population density on governmental facilities.

The interest of justice would be served by allowing the granting of the requested variances.

For the above reasons, Applicant ECTS believes that the granting of the requested variances will be advantageous to the area.

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(See attached page 3A)

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: n/a

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. n/a

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

(See attached site plan)

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☐ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☐ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$150.00 and the second check in the amount of \$500.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: June 14, 1995

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

x William C. [Signature]
(Applicant)

Sworn to before me this

14th day of June, 1995.
Patricia A. Barnhart

XI. ZBA Action:

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1995.

(a) Public Hearing date: _____

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

JUN-08-1995 10:40

MC GOEY, HAUSEP, JEDGALL

914 582 1442 P.02 02

Prelim.
June 12, 1995.
#95-30.

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 95-12

DATE: 7 JUNE 95

APPLICANT: ~~ECTS-SCENIC TECHNOLOGIES~~

SCENIC PROPERTIES LLC

BOX 335

CORNWALL-ON-HUDSON N.Y. 12520

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 3 MARCH 1995

FOR (~~SUBDIVISION~~ - SITE PLAN)

LOCATED AT WEST SIDE TEMPLE HILL RD AT

UNION AVE (CR69)

ZONE PI

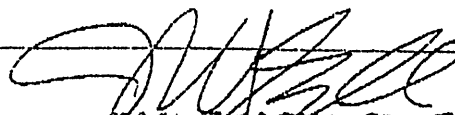
DESCRIPTION OF EXISTING SITE: SEC: 4 BLOCK: 3 LOT: 10.12

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

FRONT YARD VARIANCES

HEIGHT VARIANCE

PARKING VARIANCE


MARK JEDGALL DE FOR
MICHAEL BABCOCK,
BUILDING INSPECTOR

<u>REQUIREMENTS</u>		<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE	<u>PI</u>	USE <u>A-15</u>	
MIN. LOT AREA	<u>40 000</u>	<u>415,555</u>	<u>—</u>
MIN. LOT WIDTH	<u>150</u>	<u>631+</u>	<u>—</u>
REQ'D FRONT YD	<u>50</u>	WEMBLY WEST 42.95 TEMPLE HILL 45.89	WEMBLY 7.05 TEMPLE HILL 4.11 *
REQ'D SIDE YD.	<u>15/40</u>	<u>N/A</u>	<u>—</u>
REQ'D TOTAL SIDE YD.	<u>40</u>	<u>N/A</u>	<u>—</u>
REQ'D REAR YD.	<u>20</u>	<u>61.6</u>	<u>—</u>
REQ'D FRONTAGE	<u>N/A</u>	<u>—</u>	<u>—</u>
MAX. BLDG. HT. <u>6" FT</u>	BLDG 1 21.47 BLDG 2 30.80 BLDG 3 67.53	24.0 24.0 42.0	2.53 *
FLOOR AREA RATIO	<u>0.60</u>	<u>0.41</u>	<u>—</u>
MIN. LIVABLE AREA	<u>N/A</u>	<u>N/A</u>	<u>—</u>
DEV. COVERAGE	<u>N/A</u> %	<u>N/A</u> %	<u>—</u> %
O/S PARKING SPACES	<u>282</u>	<u>148</u>	<u>(134) *</u>

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
(914-563-4631) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

TOTAL P.01

ECTS - SCENIC TECHNOLOGIES SITE PLAN (95-12) RT. 300

Mr. William Squires appeared before the board for this proposal.

MR. SQUIRES: ECTS, as you all probably know, acquired the old Boss Glass Insulpane building a few weeks ago and in obtaining that and also it also obtained a building that has no previous site plan approval and also has a number of circumstances within the structures that are in violation of zoning code. So we're here tonight to discuss that and also what the plans are for the water structure and some other variances that I think we're introducing ourselves or need for a variance that we're introducing. Let me start out saying that we have two main violations of the zoning code with the existing building, one is the one story masonry building facing Temple Hill Road is closer to the road than the allowed offset. That situation was created by the change in property lines when Temple Hill Road was improved five, six years ago. So that is one situation where a variance is needed. The other is a dual one and that is what's labeled as building 1C, which is the addition that was put on, I'm sorry, 1B, which is the addition that was put on next to Wembly Road extension to the north, that is also too close to the road and it also has a, because it's too close to the road, it exceeds the height requirements listed based on six inches per foot away from the lot line. Those are the built-in problems that we have. In addition, ECTS is proposing to put in a portable or not portable but a movable structure which is this building. They currently have it erected in an operation on their current site in Cornwall. The desire is to put it between the main building that is facing Temple Hill Road and the secondary building that is towards the other structures, the air production company and so forth. In addition, I have gone through and done parking calculations, two ways you can normally do it. One based on the occupancy, upon the actual occupancy and second, according to the, at least my interpretation of the bulk tables. In this case, it's difficult to interpret cost use of the building in very black and white terms regarding this much is warehouse and this much is manufacturing, it's a more

complicated issue because of the product that they produce. In a minute, I'm going to have folks from ECTS give you an example of some of the sets that they have and explain why they need so much area and how it affects them. Throughout their, well, at this point in their existence, they had a maximum employment of 125 people. I also calculated the parking based on one parking for two people on a potential of 140 people being employed, what we're going to propose is 131 spots be provided. A breakdown by a sum of so much for warehouse, so much for manufacturing calculates out to having a requirement of 285 spots and so we're facing this variance situation. We intend to pave wherever we're going to park, wherever we plan to park, provide parking just behind the building, alongside of Wembly Road, the front area and then down on Wembly Road extension where we have basically truck entrances.

MR. PETRO: Mr. Squires, you're here tonight basically for referral to the Zoning Board?

MR. SQUIRES: Yes, exactly.

MR. PETRO: Mark, I want to ask you a question at this time. Normally, he has about 16 items here, a lot of which are housekeeping and technical and whatever that normally the board looks to get some of those cleaned up before we go through any further review. You have so many of Mark's comments here that you can, even the location map is missing, so we'd like to kind of get all these little things, we're not going to sit here and go over every one of these little items but my question is should we let that interfere tonight for referral to the Zoning Board, in other words, do they need to see most of these items cleaned up before we can refer them to the Zoning Board?

MR. LANDER: Can't send the map.

MR. EDSALL: I don't know that all of these items would need to be corrected before you send them to the ZBA because the ZBA is only going to consider the bulk noncompliances. They are not going to consider some of the site-related issues that you would look at. Some of these in fact do involve spacing between buildings,

some involve parking. If you have concerns on those, it would make sense to resolve those before they go to the ZBA, since one of the variances involves parking. But as far as location plan and the details for handicapped parking spaces, those things are well beyond the purview of the ZBA. So, it's a yes and no answer. Yes, there is certain items you should look at and if they are of concern, get those resolved before they go to the ZBA because it could result in them going to the ZBA and not getting the correct variance which would be unfair to them in the fact that they'd come back and have to go to the ZBA again. So you may want to discuss the plan for general layout, if you'd like to, while you're looking at it, I'll pick out the items I think you should concentrate on and if you feel comfortable at that point, they could go to the ZBA.

MR. SQUIRES: Certain areas that you and I discussed in our workshop session, Mark, have been, were modified before I submitted the plans, including the need for more area and redefinition of the area for landscaping.

MR. BABCOCK: The other side of that, Mr. Chairman, is that we have to do a referral sheet which takes a couple weeks to get that referral sheet done and get the minutes done and whatever and by that time, we can make sure that these things are done. They can come back to a workshop and do that.

MR. PETRO: I'm sure the board doesn't want to hold you up and not give you a referral but there are so many items I didn't want to send a real incomplete plan. We do have fire approval on 3/16/95.

MR. LANDER: Well, you were right in what you were thinking, Mr. Chairman, but if we could get these things cleared up and Mr. Edsall can check that on the approved note on the approved, on the improved plan, then we probably could send that on to Zoning.

MR. EDSALL: The only item that seems to affect the variance would be the bulk table information and my comment 2A is just making sure that I thought I misunderstood some numbers on the plan versus the bulk table, that is something that we can resolve before

it's referred. The rest of them are really layout questions and I think if you just generally look at the plan and you believe it's a reasonable approach that you see no problem referring to the ZBA, you can send them tonight.

MR. LANDER: One question, masonry building in the front 1A, you said that needed a variance because of the road widening?

MR. SQUIRES: Well, technically, you need 50 foot offset and apparently we're at 46.9 feet, I think it is, yes.

MR. LANDER: The state actually in their land taking gave you that, it's a variance, you didn't put the building up and then or create the variance or the need for a variance but by putting the building up, the state did so while you're going but I'm sure the Zoning Board will look at it that way. How many parking spaces you need 285, did you say?

MR. SQUIRES: That is from my calculation.

MR. LANDER: And providing 135?

MR. SQUIRES: 131.

MR. LANDER: So we've got 105 spaces we need a variance for?

MR. STENT: That is based on it all being manufacturing, isn't it, as opposed to warehousing?

MR. SQUIRES: Exactly and it's based on bulk tables which are, I think more or less based on a standard use of like production line sort of thing, which is why I wanted to give you an indication through the photographs, if you have time.

MR. EDSALL: Ed, that isn't based on all manufacturing. If you look on the upper right corner under general notes, he's broken it down to 10,000 square foot of office area, estimation of 50,000 in manufacturing, and then 109,000 in warehouse so the majority of the

buildings are being calculated based on the highest square footage per parking spaces, one space per thousand square foot which is warehousing, that is one of the things we suggested at the workshop since their indication is that they store a lot more than they manufacture at any one time so they are taking to their best extent advantage of the warehousing but it's apparently not enough based on their actual conditions of operation.

MR. DUBALDI: That is up to the Zoning Board, not us.

MR. EDSALL: That is what they are telling us, that is why they've got to go to the ZBA.

MR. LANDER: Just a question because if you need a variance for half the amount of parking, I mean or double the amount, then it's going to be a tough road to travel.

MR. PETRO: Conceptually, does anyone have a problem with the overall plan?

MR. LANDER: Just so we know where we're at 1B, on the, I guess the north side of this building, you're going to have to get approval on that end of that building there, I think it was machine shop maybe 1B and then I think even the other side, 1C, did you realize that?

MR. SQUIRES: There was a lot of discussion of 1C being a violation earlier, many years ago, yet the offset is proper, the height is proper. I just put it up and I don't know if that is a Zoning Board issue or really a Planning Board.

MR. LANDER: You have to come first to us then the Zoning because he needed it for the height variance, like you pointed out and he didn't even come, he just put it up, so we have operated out of the one end, the other end never got completed but eventually he stopped working out of that 50 by 75, all right. Rubb relocatable building, what's that?

MR. SQUIRES: That is the catalogue I gave you, it is a building that is a steel framework or aluminum

framework with a reinforced fabric skin open to give you very high clear span.

MR. LANDER: You call it relocatable?

MR. SQUIRES: That is what it is defined as, you put it on a flat slab foundation and it's easy to be moved.

MR. LANDER: So it does have footings, foundation?

MR. SQUIRES: Yes, it does.

MR. BABCOCK: This building is located in Cornwall and you're going to move it to here?

MR. SQUIRES: Yes. And of course the question comes up and need to look at it, that is available, too.

MR. LANDER: Now, building I guess we'd call it existing steel building in the rear of that property, what's going to happen with that building there?

MR. SQUIRES: Strictly warehouse and storage.

MR. LANDER: In other words, there was always a problem, they never moved in there, whether or not, Mike, can you shed any light on that? Do you have approval for that building?

MR. BABCOCK: Yes, they have approval for it, they have a building permit but as of right now, there's no C.O. on it.

MR. LANDER: Why is that?

MR. BABCOCK: It's never been completed.

MR. SQUIRES: I go back with this building because I was representing Boss Glass before they went bankrupt and this was initially built by Insulpane for a single line of glass products, it was to be one long piece of equipment and I think before it became operational, even to the point of bringing equipment in, they sold to Boss Glass and then of course Boss Glass subsequently went bankrupt so that has a lot to do with

the fact that it was left and sort of abandoned.

MR. LANDER: Structurally that building is sound.

MR. SQUIRES: Yes, there are some cracks in the walls which I need to address structurally and look at.

MR. PETRO: Conceptually, does anyone have a problem with the layout of this?

MR. LANDER: No.

MR. PETRO: Ron's hit on a lot of good points.

MR. LANDER: I make a motion that we approve the ECTS site plan.

MR. DUBALDI: Second it.

MR. PETRO: Motion has made and seconded that the New Windsor Planning Board grant final approval to the ECTS site plan on Temple Hill Road. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. STENT	NO
MR. LANDER	NO
MR. DUBALDI	NO
MR. PETRO	NO

MR. PETRO: Now, if you go to the Zoning Board and get the necessary variances that are needed and have them on the map, we'll be gladly have this at a future date and at that time, I would suggest that you go over some of these technical comments that Mark made and we'll set you up here and get you back in.

MR. SQUIRES: Can I extend two more minutes of time to get an impression from you folks as to what you would like to see regarding landscaping on the site?

MR. DUBALDI: As much as possible.

MR. SQUIRES: Good point. We intended to do the

screening along here, this is the main truck usage.

MR. DUBALDI: It's a mess right now.

MR. SQUIRES: One of the concerns I have, what we can do here, we can do a lot in front of the building but up along Temple Hill Road, it's a problem because the property line is down slope and everything up the slope and visible to everybody is part of state property.

MR. STENT: I think if that is maintained Temple Hill Road is sloping, you do the shrubs out front you have no problem if it's maintained.

MR. SQUIRES: It's maintained to a certain extent but it's not landscaped like the next door neighbor's are with grass.

MR. PETRO: Draw up a small landscaping plan to accompany the plan at the next meeting with maybe your idea of what you'd like to do. Mr. Dubaldi said it best, naturally we'd like to see as much as possible without encumbering the use of the property. So if you can come up with a small plan.

MR. DUBALDI: Dress it up, make it nice.

MR. SQUIRES: I know it's a headache.

MR. DUBALDI: It's an eyesore right now.

MR. LANDER: There's a hole at the very corner of the building, can you tell me has that been blocked off?

MR. SQUIRES: You see on the map there's a culvert and I believe that is a collapsed portion of the drainage culvert there that needs to be filled in. We're in a situation right now with the building department where we have an allowance to go in and do some demolition and I think one thing that we should be doing--

MR. BABCOCK: There's a barricade around that now, I seen that today. They have a, I asked them if they can put a barricade until we can figure out what it is and if it needs to be repaired and put a barricade around

March 22, 1995

25

it.

MR. LANDER: That hole has only been there for a year.

MR. BABCOCK: There hasn't been an owner.

MR. LANDER: I came to Town Hall on another subject and I got pushed off from one to the other, one from the police department to the highway to this, to that to the other thing and it never got blocked off. Now I'm glad to see somebody blocking it off.

MR. BABCOCK: We asked them one time and they did it.

MR. PETRO: There was some gasoline tanks or some fuel tanks that were going to be removed. Can you make a note on the map that next time you're in here that they have been removed or are going to be removed.

MR. SQUIRES: Right.

MR. PETRO: Can you note it on the plan?

MR. SQUIRES: Definitely.

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 30

Request of ECTS SCENIC TECHNOLOGIES

for a VARIANCE of the Zoning Local Law to permit:

existing structure to be utilized for scenery production, said building having less than the allowable front yards on Temple Hill Road and Wembly Rd., parking spaces and more than the allowable maximum building height,

being a VARIANCE of Section 48-12-Table of Use/Bulk Reqs.-Cols. E,I,O,

for property situated as follows:

335 Temple Hill Road (formerly Boss Glass), New Windsor, N. Y. 12553

known as tax lot Section 4 Block 3 Lot 10.12.

SAID HEARING will take place on the 26th day of June, 1995, at New Windsor Town Hall, 555 Union Avenue, New Windsor, New York, beginning at 7:30 o'clock P.M.

JAMES NUGENT

Chairman

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----X
In the Matter of Application for Variance of

ECTS Scenic Technologies

Applicant.

95-30.

AFFIDAVIT OF
SERVICE
BY MAIL

-----X
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On June 13, 1995, I compared the 37 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
13th day of June, 1995.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1995

(TA DOCDISK#7-030586.AOS)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(37)

June 09, 1995

WILLIAM G. SQUIRES, P.C.
11 Ashwood Terrace
Newburgh, N. Y. 12550

Re: Tax Map Parcel #04-03-10.12
ECTS SCENIC TECHNOLOGIES

Dear Mr. Squires:

According to our records, the attached list of property owners are within five Hundred (500) feet of the above-referenced property.

The charge for this service is \$55.00, minus your deposit of \$25.00, leaves a balance due of \$30.00.

Sincerely,

LESLIE COOK
Sole Assessor

/pab
Attachment
cc: Patricia A. Barnhart

Nicholas Roseto
RR 1, Thorn Lot Rd.
Stockholm, N. J. 07460

August Associates, Inc.
P. O. Box 829
Wappingers Falls, N. Y. 12590

Eugene Lois
P. O. Box 201
LaGrangeville, N. Y. 12540

Howard J. and Carol D. Picard
70 Wells Road
Newburgh, N. Y. 12550

Eugene Hecht
88 Lake Osiris Road
Walden, N. Y. 12586

Lt. Col. Susan Fischer
Mark J. Fischer
3117 Worthington Circle
Falls Church, VA 22044

Orange County Industrial Development Agency
County Government Center
Goshen, N. Y. 10924

Automotive Brake Co. of Newburgh, Inc.
300 Temple Hill Road
New Windsor, N. Y. 12553

HZ Development Partners
Gateway International Park
Wembly Road
New Windsor, N. Y. 12553

Warren Sloan, Jr.
P. O. Box 4545
New Windsor, N. Y. 12553

Duggan, Crotty & Dunn P. C.
343 Temple Hill Road
New Windsor, N. Y. 12553

The Coca-Cola Bottling Co. of New York, Inc.
% Charles J. Smith
20 Horseneck Lane
Greenwich, CT 06830

Caralex Realty
315 Temple Hill Road
New Windsor, N. Y. 12553

Anthony Granuzzo
d/b/a Gamma Realty
Lincoln Road

Putnam Valley, N. Y. 10579

Crowley Foods, Inc.
P. O. Box 549
Binghamton, N. Y. 13902

293 Temple Hill Road Inc.
88 Station Road
Rock Tavern, N. Y. 12575

Senlar Associates
P. O. Box 1104
Newburgh, N. Y. 12550

Norris H. Coleman
Nine Beach Park
N 23 W28190
Pewaukee, WI 53072-5130

CHKK Realty Company
P. O. Box 4083
New Windsor, N. Y. 12553

William F. Helmer
Grey Beech Lane
Pomona, N. Y. 10970

Todd A. Jobson
Karen B. Haight
606 Union Avenue
New Windsor, N. Y. 12553

Domenico Scaglione
R. D. 2-Temple Hill Road
New Windsor, N. Y. 12553

Robert J. McDougall
614 Union Avenue
New Windsor, N. Y. 12553

Harry M. and Dorothy Simpson
Box 941
Newburgh, N. Y. 12550

Edward and Rachel Lucas
618 Union Avenue
New Windsor, N. Y. 12553

Eleanor and Ralph Grismer
P. O. Box 320
Monroe, N. Y. 10950

Ralph and Jeanette C. Grismer
P. O. Box 320
Monroe, N. Y. 10950

Mario and Ruth Ronsini
630 Union Avenue

New Windsor, N. Y. 12553

Olympia Rossi
52 Balmville Road
Newburgh, N. Y. 12550

County of Orange
County Government Center
Goshen, N. Y. 10924

Americo and Rose Angeloni
326 Temple Hill Road
New Windsor, N. Y. 12553

Joseph Lewin
12 Catalpa Road
Newburgh, N. Y. 12550

Anthony and Laura Amodeo
29 Birdsall Avenue
Marlboro, N. Y. 12542

Nicholas A. and Juanita Ronsini
322 A Temple Hill Road
New Windsor, N. Y. 12550

Nicholas A. and Rose Ronsini
322 Temple Hill Road
New Windsor, N. Y. 12553

Phyllis Larkin
32 Ona Lane
New Windsor, N. Y. 12553

Joseph and Norma Skopin
30 Ona Lane
New Windsor, N. Y. 12553

Date 6/14/95, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth, 147 Sycamore Dr. DR.
New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
6/12/95	Zoning Board Meeting		75 00	
	Misc. - 2			
	Rogers. - 8 pgs			
	Kill. G. Realty - 7			
	Tri filo - 6			
	Hayen - 4			
	ECTS - 9	40.50		
	Accumanno - 4			
	Mobil oil - 6			
	Evans - 1			
	47 pp		211 50	
			286 50	

ECTS SCENIC TECHNOLOGIES

William Squires, P.E. appeared before the board for this proposal.

MR. NUGENT: Request for 7.05 ft. front yard (Wembly Road west), 4.11 ft. front yard (Temple Hill Road.), 2.53 ft. maximum building height and 134 parking space variances in order to utilize structure for production of stage scenery at location on Temple Hill Road (Boss Glass) in a PI zone.

MR. SQUIRES: As you probably know, East Coast Scenic Technologies has purchased the old Insulpane-Boss Glass property on Temple Hill Road just down from this complex here. They intend to occupy it for the scenic stage construction for Broadway plays. They have purchased existing structures here that come with these conditions that require a variance. I'll take the simplest one first, if I can, which is the requirement for the offset off of Temple Hill Road, which is the 4.11 feet. When that building was built, I don't know how many years ago, but it's been many, many years ago, 20 years or so, that was not a variance situation. When the state repaved Route 300 about six years now, they took property to gain the right-of-way they needed and so created the situation that made this into a less than 50 foot offset. That is the first one. The second one is on Wembly Road Extension, which is on the north side of the structure where the previous two previous owners, one was Boss Glass, they put on a 50 by 70 foot addition without going through any of the normal processes that we have laws for here and in doing that, they've encroached on that front yard by 7.05 foot and consequently, they also wind up with a height problem which is the 1.53.

MR. LANGANKE: When was that building constructed?

MR. SQUIRES: I was involved with Boss Glass in '89 and it was already there. It has to be at least ten years ago.

MR. TORLEY: They put that just after I came on the board, I think.

MR. NUGENT: Since you have been here, it was on?

MR. BABCOCK: Yeah.

MR. NUGENT: I was on this board then.

MR. BABCOCK: About the first year I was here, I don't have that file with me tonight, as far as the building permit file to tell you but I can supply you with that information, if you'd like.

MR. TORLEY: Clearly it's not something done by the present owners.

MR. BABCOCK: Oh, that is clear.

MR. NUGENT: None of these were.

MR. LANGANKE: But this building was constructed in violation at that time?

MR. BABCOCK: Yes, they just used it without the proper documentation. They got a foundation permit to start, that is what they got and then they supplied us with some information that was incorrect, they had modified the site plan after the fact. When I was on vacation, they came in and showed the site plan and got their building permit, a foundation permit till I came back, when I came back, I said you guys don't have the approval. Meanwhile, the building was up, it was a steel building, it just went up quick and Boss Glass, when they went into the building, we decided that we'd work with them cause they were doing all this work to try to fix the building up and they had hired Bill at the time to fix everything. So we had, I think we came in front of this board two or three times to talk about different things and they put up wood fences and put up the corrals on the sides and all of a sudden Boss Glass left.

MR. LANGANKE: This is more or less left over, it was just something that they hadn't gotten to.

MR. BABCOCK: That is correct, Boss Glass had all

intentions to straighten it out as these people do.

MR. NUGENT: They've inherited this problem.

MR. TORLEY: When you have a front yard that meets all your setback requirements, state comes in and takes a chunk of that yard, you're then required to get a variance?

MR. BABCOCK: No, I don't think so, in that respect. I think because they are here tonight, we want to put everything on paper.

MR. SQUIRES: There's really no approved site plan for this entire piece of property so you wonder where things lie legally.

MR. BABCOCK: We're just trying to straighten it all out.

MR. TORLEY: The one that looks the biggest seven feet here, 2.5 feet are small variances, the one that stands out is the 134 parking spaces.

MR. KANE: The exact use is that going to be more storage or how many people are going to be working there?

MR. SQUIRES: You're right, that is the biggest variance and I was saving that for last to discuss. There's a lot of storage here but the actual use they do make stage sets, requires a lot of area and if you don't mind, I can show you a couple of photographs, give you an idea of what's required. This is Orestes Milhaly from East Coast, this is an example of part of a stage set from Beauty and the Beast.

MR. MIHALY: Actually, that was the MGM Grand Hotel.

MR. TORLEY: Like a loft, you have to have a lot of space to work.

MR. MIHALY: Yeah, this is one of the scenic artists, when you paint drops, you lie them down on the floor. This is approximately 30 feet high and 40 feet wide.

MR. SQUIRES: This is about 80 feet.

MR. MIHALY: Yeah, these trees, they are actually about 40 foot wide and 50 foot tall, by the time they are all put together.

MR. SQUIRES: It takes a lot of area to do this. Historically, East Coast has only maximum employment was 125 people, beyond that, I think we talked if they had an increase probably go to two shift situation, right now, it's a one shift company, and so there's a 125, so 125 was the employment. And I was trying to get a little bit of both. But the reason I was trying to go not too much above it is I've got another concern and I'm trying to balance out the amount of area here that we're paving without paving a whole too much because I'm concerned about the runoff, it's kind of a juggling act in that area, there's no storm sewer in Wembly Road Extension nor on Wembly Road and it's a--

MR. NUGENT: Where does the runoff go now, down to the UPS building?

MR. SQUIRES: No, it actually goes down, there's a gully if you will behind the building that runs towards UPS, but it doesn't go all the way across and presently, it is either absorbed or contained within that gully.

MR. NUGENT: Like a retention pond.

MR. SQUIRES: It wasn't intended to be but that is the way it is. I also understand and again I am getting this secondhand that Helmer has been looking at doing something to improve the drainage situation by extending this across the road and into the areas just east of UPS which would be an improvement.

MR. BABCOCK: There's a large stream behind Grangers, that is where it eventually gets to right now. We're in the process of studying the drainage right now.

MR. NUGENT: Cause there's a lot of area to be developed yet.

MR. BABCOCK: Yes.

MR. LANGANKE: Mike, how did you determine you need 282 spaces, how did we determine that?

MR. BABCOCK: Well--

MR. SQUIRES: Want me to answer that one?

MR. BABCOCK: Sure, go ahead.

MR. SQUIRES: We tried to figure out how many, how much area we had in office space, how much area we had in manufacturing, how much we wound up with in storage or I guess warehousing consideration in the bulk tables and what we come up with we have 106,600 square foot of warehouse and storage and the entire back building is going to be used for nothing but storage and the great part, the interior we consider to be storage and 50,000 square foot of manufacturing area and 10,000 square foot of office which included a two story office interior to the building so both floors were considered, Mark Edsall and I sat down, went around and around in circles, and decided that the, for the office area, the one per 200 square foot was appropriate, gave us the largest number which came up to 285 and. I think it's arguable that the office area associated with the manufacturing should be considered under one to 400 which would bring it down to 257 but I feel like I am nickeling and diming.

MR. BABCOCK: If what he is saying that the law says that you are supposed to supply one space for every 200 square foot of office space but when you have an area of 10,000 square foot, he feels that 400, it doesn't matter what the number is of what's required, it's what he is going to provide is really the key issue. We're saying that he should provide 282, he feels he should provide 257 but they are going to provide 148, is that correct?

MR. SQUIRES: Well, actually we went back to 134 based on our last discussion with Mark.

MR. BABCOCK: Providing 148 and you need a variance of 134?

MR. SQUIRES: If we're providing 134, we need a variance of 151.

MR. LANGANKE: How many are there right now?

MR. SQUIRES: About, it's kind of undefined, about 70 or 80 but a lot of them aren't paved, are not paved, the entire area fronting Temple Hill Road is basically just gravel. There's a little bit of paved parking on the south side and little bit of paved on the north side.

MR. BABCOCK: I have no problem with the changes made in that discussion with Mark Edsall and I am not aware of that.

MR. LANGANKE: Is there enough room on that piece of property for 250 spaces per what the law requires?

MR. SQUIRES: Can you all see this? If I show you 285, I have already, I have here, I would have to pave, put the parking along here, then I'd have to put parking over the entire length behind that long skinny building that is out there and I think I get close.

MR. LANGANKE: The reason I ask this is because if we grant this variance for the uses that you are explaining to us, if in the future you sell this piece of property, doesn't the variance go with the property and if that use is changed--

MR. TORLEY: Not if it's a change of use.

MR. BABCOCK: If they change the use, Herb, they won't comply. But if they sold it and it was a same use, yes, the variances goes but if they--

MR. LANGANKE: If they sold it to different people and the use changed?

MR. BABCOCK: They'd go back to the Planning Board and depending on the use, you'd recalculate the parking and

then if they need a variance, they'd be back to this board.

MR. TORLEY: Basically so glad to see this structure occupied and used I think enough parking is basically provided.

MR. SQUIRES: Your point is well taken, somebody came in and had a suggestion, machine assembly plant and has people every 20 feet, you know, something like that, then you fall, then the use falls more into a mesh with the zoning regulations.

MR. LANGANKE: Then he's got a building, you got people parking all over the place, you know, up on the road and--

MR. SQUIRES: Eventuality, yes, you could get very close to that and but at the risk of creating drainage problems.

MR. NUGENT: But it could be reached if you needed to, in other words, if your business got that big that you needed the additional parking, you have room to put it in?

MR. SQUIRES: Asphalt city, yes, but we could get it.

MR. TORLEY: Could that be part of the variance that if additional parking spaces are required, you know, by demand of the staff, that they not be parking on the road, can we do that?

MR. BABCOCK: I think quite honestly, Larry, if I was, if I am still working here and it gets to that point where they are parking along Wembly Road, I'm definitely going to contact them and they are going to have to put in more parking. I'm sure they want the parking as much as we do.

MR. LANGANKE: I agree with you, Mike.

MR. BABCOCK: It's right down the street.

MR. TORLEY: Kind of hard to miss.

MR. BABCOCK: Right, exactly.

MR. LANGANKE: I don't have anymore questions.

MR. TORLEY: I move we set up ECTS Technologies for a public hearing.

MR. KANE: Second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE
MR. REIS	AYE

MS. BARNHART: Michael, can you amend the Notice of Denial as far as parking goes?

MR. BABCOCK: Yes.

MR. BABCOCK: Bill, you have to get back to me on that, with those numbers.

MR. SQUIRES: Yes.

MR. TORLEY: Can we ask one favor when you come back to the public hearing, can we have some more copies of the map?

MR. SQUIRES: Yes.

MR. BABCOCK: You're going to submit a new plan to me?

MR. SQUIRES: Yes, I have to revise it based on what Mark and I talked about.

MR. BABCOCK: I have maps. I have as many as you need.

MR. SQUIRES: They need to be revised anyway.

MR. BABCOCK: Mine does say 148 so make sure you get that to me.

June 12, 1995

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MR. SQUIRES: Yeah.

MR. KRIEGER: Bill, have you gotten the application from the secretary?

MS. BARNHART: Yes, he's got them.

MR. KRIEGER: When you come back, if you would address yourself to the criteria set forth on that sheet which are the criteria by which the, under which the Zoning Board must make decision, I would appreciate it.

MR. SQUIRES: Very good.

MR. KRIEGER: Do you have the deed or title policy?

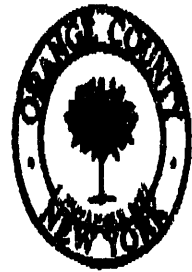
MR. SQUIRES: Yes, I think.

MS. BARNHART: We already have that in the file. Mike, are you changing that?

MR. BABCOCK: No, I am going to have to, I've got to wait for him to give me the numbers.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

MARINE MIDLAND BANK, AS
SUCCESSOR TO MARINE MIDLAND BANK
N.A.
TO
SCENIC PROPERTIES, INC.

SECTION 41 BLOCK 3 LOT 10.12

RECORD AND RETURN TO:
(Name and Address)

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE
ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DAV. DOFF & MALITO - CHARLES KLEIN, Esq.
ATTORNEYS AT LAW
605 THIRD AVENUE
NEW YORK, NY 10158

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ... MORTGAGE ... SATISFACTION ... ASSIGNMENT ... OTHER Assignment of Int

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)	4289 MONTGOMERY (TN)
2001 WASHINGTONVILLE (VLG)	4201 MAYBROOK (VLG)
2289 CHESTER (TN)	4203 MONTGOMERY (VLG)
2201 CHESTER (VLG)	4205 WALDEN (VLG)
2489 CORNWALL (TN)	4489 MOUNT HOPE (TN)
2401 CORNWALL (VLG)	4401 OTISVILLE (VLG)
2600 CRAWFORD (TN)	4600 NEWBURGH (TN)
2800 DEERFARK (TN)	<u>X</u> 4800 NEW WINDSOR (TN)
3089 GOSHEN (TN)	5089 TUXEDO (TN)
3001 GOSHEN (VLG)	5001 TUXEDO PARK (VLG)
3003 FLORIDA (VLG)	5200 WALLKILL (TN)
3005 CHESTER (VLG)	5489 WARWICK (TN)
3200 GREENVILLE (TN)	5401 FLORIDA (VLG)
3489 HAMPTONBURGH (TN)	5403 GREENWOOD LAKE (VLG)
3401 MAYBROOK (VLG)	5405 WARWICK (VLG)
3689 HIGHLANDS (TN)	5600 WAWAYANDA (TN)
3601 HIGHLAND FALLS (VLG)	5889 WOODBURY (TN)
3889 MINISINK (TN)	5801 HARRIMAN (VLG)
3801 UNIONVILLE (VLG)	
4089 MONROE (TN)	
4001 MONROE (VLG)	
4003 HARRIMAN (VLG)	
4005 KIRYAS JOEL (VLG)	

CITIES

0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS

NO. PAGES 14 CROSS REF 1
CERT. COPY _____ AFFT. FILED _____

PAYMENT TYPE: CHECK _____
CASH _____
CHARGE _____
NO FEE _____

CONSIDERATION \$ _____
TAX EXEMPT _____

MORTGAGE AMT \$ _____
DATE _____

MORTGAGE TYPE:

____ (A) COMMERCIAL
____ (B) 1 OR 2 FAMILY
____ (C) UNDER \$10,000.
____ (E) EXEMPT
____ (F) 3 TO 6 UNITS
____ (I) NAT.PERSON/CR.UNION
____ (J) NAT.PER-CR.UN/I OR 2
____ (K) CONDO

9999 HOLD

Joan A. Macchi

JOAN A. MACCHI
Orange County Clerk

RECEIVED FROM:

Chicago 1.1/c

Extended Page

LIBER 4181 PAGE 330

ORANGE COUNTY CLERKS OFFICE - 8656
RECEIVED FILED 02/24/05 12:59:11

FEE \$ 1.00

DEED UNTIL NO 02206

2

05

ASSIGNMENT OF JUDGMENT AND CAUSE OF ACTION

Assignment made this 17 day of November, 1994 by Marine Midland Bank, as successor by conversion to Marine Midland Bank, N.A. with its offices at 1 Marine Midland Center, 15th Floor, Buffalo, New York 14203 (hereinafter referred to as "Assignor") and Socnic Properties, Inc., with its offices at Shore road, Cornwall-on-Hudson, New York 12520 (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, a Judgment of Foreclosure and Sale ("Judgment") was entered in the Supreme Court of the State of New York, County of Orange on December 16, 1992 in favor of Assignor and against Freedom Road Realty Associates, Insulpane, Inc., Robert Wastell, Charles Squillante, Edward Smith and the People of the State of New York (collectively referred to as "Defendants") (a copy of said foreclosure Judgment is annexed hereto as Exhibit "A"), and

WHEREAS, pursuant to said Judgment, Assignor was awarded Judgment in the sum of \$6,156,330.86 with interest thereon from the 1st day of July, 1992 to December 16, 1992 at a rate of \$1,736.92 per diem.

NOW, THEREFORE, in consideration of all of these premises and for other good and valuable consideration, the parties agree as follows:

1. Assignment: In consideration of the payment by Assignee of the sum of Eight Hundred Thousand (\$800,000) Dollars to Assignor, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Judgment and the cause of action underlying said Judgment, including without limitation, the right to proceed with the sale pursuant to the Judgment and to execute all papers necessary to enforce its rights under said Judgment and to receive the proceeds of same whether by settlement, sale or otherwise.

This Assignment is executed and delivered without any warranty or representation of any nature or kind, either express or implied, as to any matter or thing, and Assignee, its executors, administrators, successors and assigns shall not make any claim against Assignor with respect to any matter whatsoever arising out of this Assignment.

2. Substitution: Assignee is hereby authorized to file a substitution of plaintiff and attorneys and to move said Court to an order confirming said substitution, if necessary, without further notice.

3. Cooperation: Assignor agrees to execute such additional documents as may be reasonably requested by Assignee to effectuate this Assignment and will, at Assignee's expense cooperate in the defense of any claims made regarding the Judgment or the Notes and Mortgages which are the subject of the foreclosure action.

MARINE MILITARY BANK

By: *L. Wendy D. Schmitt*
AVP, a duly
 authorized signatory

SCENIC PROPERTIES, INC.

By: *Kevin B. Boley*
Kevin Boley, a duly
 authorized signatory

STATE OF NEW YORK)
) SS.:
 COUNTY OF *W.L.*)

On the *17* day of November, 1994 before me personally came *L. Wendy D. Schmitt*, to me known, who, being by me duly sworn, did depose and say that she resides at *Marine Military Bank* that she is the *AVP* of *Marine Military Bank* the corporation described in and which executed the foregoing instrument; that ~~he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.~~

*per**Maria E. Barth*

NOTARY PUBLIC

MARIA E. BARTH

Notary Public, State of New York

Qualified in Erie County

My Commission Expires *6/3/95*

STATE OF NEW YORK)
) SS.:
 COUNTY OF *Orange*)

On the *21* day of November, 1994 before me personally came *Kevin J. Boley*, to me known, who, being by me duly sworn, did depose and say that he resides at *19 Kew Dr. Ridgely CT* that he is the President of *Scenic Properties, Inc.* the corporation described in and which executed the foregoing instrument; that ~~he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.~~

ELIZABETH K. MACRI
 Notary Public, State of New York
 No. 01MAS017064
 Qualified in Orange County
 Commission Expires Aug. 30, 19*95*

Elizabeth K. Macri
 NOTARY PUBLIC

SR7

FINAL JUDGMENT OF FORECLOSURE AND SALE

(pp. SR7-SR16)

At IAS ~~Manhattan~~ ^{Ten} at the
 Supreme Court of the State of
 New York, held in and for
 Orange County, at the Orange
 County Government Center on
 the 10 day of November, 1992.

P R E S E N T : JUDITH A. HILLERY
 JUSTICE SUPREME COURT
 Justice

----- x
 MARINE MIDLAND BANK, N.A., : Index No.: 2251/91
 Plaintiff, :
 - against - :
 FREEMOM ROAD REALTY ASSOCIATES, : JUDGMENT OF
 INSUREPANE, INC., ROBERT WAXTELL, : FORECLOSURE
 CHARLES SQUILLANTE, EDWARD SMITH : AND SALE
 and THE PEOPLE OF THE STATE OF :
 NEW YORK :
 Defendants. :
 ----- x

Upon reading and filing plaintiff's Notice of Motion for Order Confirming Referee's Report and for Judgment of Foreclosure and Sale dated October 19, 1992, the affirmation of Daniel L. Carroll dated October 15, 1992 in support thereof, and the Order of this Court made on June 19, 1992 and entered on June 22, 1992 appointing Martin Schaffer, Esq. referee to compute the amount due to plaintiff and to determine if the mortgaged premises can be sold in one parcel, the summons and verified complaint, the notice of pendency in this action filed on April 12, 1992 in the Office of the Clerk of Orange County, the affidavits of service reflecting service upon all of the defendants herein and/or the notice of appearance of a certain defendant, the decision and order of this

SR8

court dated April 30, 1992 granting plaintiff summary judgment for the relief demanded in the complaint as to the defendants who appeared herein and asserted defenses and counterclaims, the report of Martin Schaffer, Esq., Referee, dated September 23, 1992, and upon all of the proceedings had herein, from all of which it appears that this action was commenced to foreclose a mortgage on the premises located at 335 Temple Hill Road, New Windsor, County of Orange and State of New York, and that there is due and owing on the mortgage being foreclosed in this action the sum of \$6,156,230.86 as of July 31, 1992;

NOW, on motion of Hutton Ingram Yuzek Gainen Carroll & Bertolotti, attorneys for plaintiff, it is,

ORDERED, ADJUDGED AND DECREED, that the motion for final judgment of foreclosure and sale be, and the same is, in all respects, granted; and it is further,

ORDERED, ADJUDGED AND DECREED, that the report of Martin Schaffer, Esq., dated September 23, 1992, be, and the same hereby is, in all respects approved, ratified and confirmed; and it is further,

ORDERED, ADJUSTED AND DECREED, that (1) the plaintiff herein be awarded judgment in the sum of \$6,156,230.06 with interest thereon from the 31st day of July, 1992 to the date hereof at the rate of \$1,376.92 per diem (said rate to be adjusted for any change in the prime rate which is presently 6.0%), and (11) the

SR9

plaintiff have judgment in the amount of \$ 1,000.00 for costs and disbursements as taxed by the Clerk of this Court together with attorneys' fees in the amount of \$ 36,000.00 and \$300.00 for an additional allowance, ~~and with interest thereon from the date of entry of judgment~~; and it is further,

ORDERED, ADJUDGED AND DECREED that the mortgaged premises described in the Complaint in this action and as hereinafter described are hereby foreclosed and that said mortgaged premises, or such part thereof as may be sufficient to discharge the mortgage debts, the expenses of the sale and the costs of this action as provided by the Real Property Actions and Proceeding Law, be sold at public sale according to law at Orange Co. Government Center, Judicial Branch, Goshen, New York County of Orange, State of New York, by and under the direction of Martin Scheffer Esq., who is hereby appointed Referee for the purpose of such sale, and that such Referee give due and proper public notice of the time and place of such sale as required by law and the rules and practice of this Court in THE TIMES HERALD RECORD and that plaintiff, its nominees or any other parties to this action may become the purchaser or purchasers at such sale; that in case the plaintiff shall become the purchaser at the said sale, it shall not be required to make any deposits thereon; that the Referee execute

SR10

to the purchaser or purchasers on such sale a deed of the premises sold upon the purchaser's compliance with the terms of sale; that the Referee upon receiving the proceeds of such sale forthwith pay therefrom, in accordance with their priority according to law, the taxes, assessments, water rates and sewer rentals which are or may become liens on the premises at the time of sale with such interest or penalties which may have lawfully accrued thereon, unless said sale be made subject thereto, to the date of payment, that said Referee then deposit the balance of said proceeds of sale in his own name as Referee in the BANK OF NEW YORK, CROTON, NY and thereafter the following payments and checks drawn for that purpose shall be paid by the said depository.

FIRST: To the Referee the statutory fee not to exceed \$200.00.

SECOND: To the Referee or the plaintiffs, whoever has incurred same, the expense of the sale and the advertising expenses as shown on the bills presented, and certified by the Referee to be correct, duplicate copies of which shall be left with said depository.

THIRD: To the plaintiff or its attorney the sum of \$ 1,045.00 adjudged to be due the said plaintiff for costs and disbursements in this action, together with reasonable

SR11

attorneys' fees awarded hereby in the amount of \$ 36,000 -
and an additional allowance of \$300.00 hereby awarded to said
plaintiff in addition to costs, ~~and such interest thereon from the~~
~~date of sale~~; and also \$6,136,230.86, the said amount so reported
to be due on the mortgage held by said plaintiff, together with
interest thereon at a per diem rate of \$1,376.92 from July 31, 1992
to the date hereof, as provided in the Referee's Report, or so much
thereof as the purchase money of the mortgaged premises will pay
of the same, together with any advances which said plaintiff has
made for taxes, fire insurance, principal and interest to prior
mortgagees, or to maintain the premises pending the consummation
of this foreclosure sale, together with commissions and
disbursements of \$ _____, to the receiver appointed
herein.

FOURTH: If the Referee intends to apply for further
allowance for his fees, he may leave upon deposit such amount as
will cover such additional allowance to await the further order of
the court thereon after application duly made.

That in case plaintiff is the purchaser of the mortgaged
premises at said sale, or in the event that the right of the
purchaser at said sale and the terms of sale under this judgment
shall be assigned to and acquired by the plaintiff, and a valid
assignment thereof filed with the Referee, the Referee shall not

SR12

require the plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to said plaintiff a deed or deeds of the premises sold upon the payment to the Referee of the amount specified above in items marked "FIRST" and "SECOND" and the amount of the aforesaid taxes, assessments and water rates, and interest and penalties thereon, unless said sale be made subject thereto, or in lieu of the payment of said last mentioned amounts, upon filing with the Referee receipts of the proper municipal authorities showing the payment thereof; that the balance of the amount bid, after deducting therefrom the aforesaid amounts paid by the plaintiff for Referee's fees, advertising expenses, and taxes, assessments and water rates, shall be allowed to plaintiff and applied by the Referee upon the amounts due to the plaintiff as specified above in the item marked "THIRD"; that if after so applying the balance of the amount bid, there shall be a surplus over and above the said amounts due plaintiff under item THIRD above, the plaintiff shall pay to the Referee, upon delivery to plaintiff of the Referee's deed, the amount of such surplus; that said Referee on receiving said several amounts from plaintiff shall forthwith pay therefrom said taxes, assessments, water rates and interest or penalties thereon, unless said sale be made subject thereto, unless the same have already been paid, and shall then deposit the balance.

SR13

That the Referee take the receipt of the plaintiff or the plaintiff's attorney for the amounts paid as hereinafore directed in item marked "THIRD" and file it with his report of sale; that he deposit the surplus monies, if any, with the Orange County ~~treasurer~~ ^{clerk} within five days after the same shall be received and be ascertainable, to the credit of this action, to be withdrawn only on the order of the Court, signed by a Justice of the Court; that the Referee make his report of such sale under oath showing the disposition of the proceeds of sale and accompanied by the vouchers of the person to whom payments were made and file it with the Clerk of Orange County within thirty days after completing the sale and executing the proper conveyance to the purchaser(s) and that if the proceeds of such sale be insufficient to pay the amount reported due to the plaintiff with interest and costs aforesaid, plaintiff shall recover from the defendants Freedom Road Realty Associates, Robert Waxtell, Charles Squillante and Edward Smith the whole deficiency or so much thereof as the court may determine be just and equitable of the residue of the mortgaged debt remaining unsatisfied after sale of the mortgaged premises and the application of the proceeds thereof, provided a motion for a deficiency judgment shall be made as proscribed by Section 1371 of the Real Property Actions and Proceedings Law within the time limited therein, and the amount thereof is determined and awarded

-1-

LIBER 4184 PAGE 340.

SR14

by an order of this Court as provided for in said Section; and it is further

ORDERED that the purchaser or purchasers at said sale be let into possession on the production of the Referee's deed or deeds; and it is further

ORDERED, ADJUDGED AND DECREED, that each and all of the defendants in this action and all persons claiming under them, or any or either of them, after the filing of said Notice of Pendency of this action be and they are hereby forever barred and foreclosed of all right, claim, lien, title, interest and equity of redemption in the said mortgaged premises and each of every part thereof; and it is further

ORDERED, ADJUDGED AND DECREED, that the said premises be sold in one parcel in "as is" physical order and condition, subject to any state of facts which an accurate survey would disclose together with covenants, easements, rights of way, reservations and restrictions of record which are prior to the lien of plaintiffs' mortgages; any violations of record, any building and zoning ordinances and regulations or amendments thereto applicable to the premises, as the same may affect said premises; any unpaid taxes, assessments and water rates with interest and penalties accrued; rights of tenants or persons in possession of the subject premises;

SR14

by an order of this Court as provided for in said Section; and it is further

ORDERED that the purchaser or purchasers at said sale be let into possession on the production of the Referee's deed or deeds; and it is further

ORDERED, ADJUDGED AND DECREED, that each and all of the defendants in this action and all persons claiming under them, or any or either of them, after the filing of said Notice of Pendency of this action be and they are hereby forever barred and foreclosed of all right, claim, lien, title, interest and equity of redemption in the said mortgaged premises and each of every part thereof; and it is further

~~FILED 11-1-95~~ 342

ORDERED, ADJUDGED AND DECREED, that the said premises be sold in one parcel in "as is" physical order and condition, subject to any state of facts which an accurate survey would disclose together with covenants, easements, rights of way, reservations and restrictions of record which are prior to the lien of plaintiffs' mortgages; any violations of record, any building and zoning ordinances and regulations or amendments thereto applicable to the premises, as the same may affect said premises; any unpaid taxes, assessments and water rates with interest and penalties accrued; rights of tenants or persons in possession of the subject premises;

-8-

LIBER 4181 PAGE

342
342

SR15

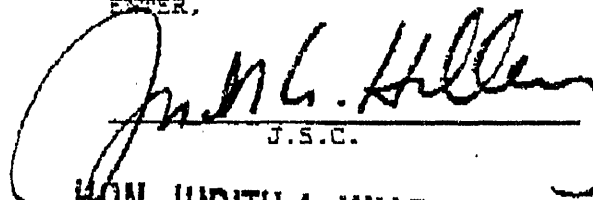
and any equity of redemption of the United States of America to redeem the premises within 120 days from the date of sale; and it is further,

ORDERED that, if the purchase price is not sufficient to pay the amount awarded to plaintiff herein, after deducting the payments authorized herein, the referee shall report the amount of such deficiency in his report, and it is further,

ORDERED that plaintiff may in the future apply for the amendment of the within judgment so as to provide for the recovery of attorney fees for the period subsequent to September 30, 1992.

The mortgaged premises being sold pursuant to the terms of this judgment is more particularly bounded and described on Schedule A annexed hereto.

ENTER,


J.S.C.
HON. JUDITH A. HILLERY, J.S.C.

ENTERED:
S/ALBERT P. PACIONE, SR.
DEPUTY COUNTY CLERK
DEC 16 1992

F22224

SRI9

SCHEDULE A

ALL THAT CERTAIN, plot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, State of New York and being more particularly bounded and described as follows:

BEGINNING at a stone monument at the northwest corner of the intersection formed by New York State Route 300 (Temple Hill Road, a.k.a. Freedom Road) and Wembly Road, thence the following two courses along the northerly line of Wembly Road: S 62° 55' 34" W 372.80 feet to a monument, thence: S 78° 47' 06" W 141.73 feet, thence N 27° 06' 00" W 831.56 feet to an iron pipe, thence the following two courses along lands now or formerly of Halmer being proposed extension of Wembly Road to be dedicated to the Town of New Windsor: N 71° 33' 18" E 153.88 feet to an iron pipe, thence: N 56° 03' 18" E 129.00 feet to a stone monument thence the following six courses along the westerly line of N.Y.S. Route 300: S 23° 26' 40" E 33.74 feet to a stone monument, thence: S 29° 23' 50" E 119.00 feet to a stone monument, thence: S 36° 07' 25" E 136.94 feet, to a stone monument, thence: S 30° 09' 29" E 151.01 feet to a stone monument, thence: S 25° 44' 07" E 157.45 feet to a stone monument, thence: S 25° 16' 05" E 136.74 feet to the point of beginning.

LIBER 2970 PAGE 21

Liber 4184 pg 344

02828/7

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-X

MARINE MIDLAND BANK, N.A.,

Plaintiff,

Index #2251/91

-against-

ASSIGNMENT OF BID AT
FORECLOSURE SALE

FREEDOM ROAD REALTY ASSOCIATES, et al.,

Defendants.

-X

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

FOR VALUE RECEIVED, in the amount of an Assumption and Assignment of a certain Promissory Note by Assignee herein, such Promissory Note being executed by Assignor, as Maker therein, in the principal amount of \$800,000.00, the undersigned does hereby assign, transfer and set over all of its right, title and interest in and to the Terms of Sale and the Judgment of Foreclosure and Sale herein to Scenic Properties L.L.C. with its principal place of business at Shore Road, Cornwall-on-Hudson, New York 12520, and does hereby request and authorize the Referee appointed to sell herein to deliver a deed to the premises affected by this action to said assignee, or as may be further required and directed by said assignee and said assignee hereby assumes all obligations of the Purchaser thereunder.

Dated: May 2, 1995
Jue

ECTS Properties, Inc.
formerly known as Scenic
Properties Inc.

By: [Signature]
Assignor

SCENIC PROPERTIES, L.L.C.
formerly known as ECTS
Properties L.L.C.

By: [Signature]
Assignee

02828/8

STATE OF NEW YORK)

COUNTY OF Orange)

ss.: 118 SS-6922

On the 2 day of ^{June} May, 1995 before me personally came Kevin J. Bawly, to me known, who, being by me duly sworn, did depose and say that he resides at Ridgefield, CT that he is the Vice President of ECTS Properties, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Elizabeth K. Macri
NOTARY PUBLIC

ELIZABETH K. MACRI
Notary Public, State of New York
No. 01MA5017054
Qualified in Orange County
Commission Expires Aug. 30, 1995

STATE OF NEW YORK)

COUNTY OF Orange)

ss.: 118 SS-6922

On the 7 day of ^{June} May, 1995 before me personally came Kevin J. Bawly, to me known, who, being by me duly sworn, did depose and say that he resides at Ridgefield, CT that he is the Vice President of Scenic Properties, L.P.C., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Elizabeth K. Macri
NOTARY PUBLIC

ELIZABETH K. MACRI
Notary Public, State of New York
No. 01MA5017054
Qualified in Orange County
Commission Expires Aug. 30, 1995

3553-001
Number 9410-01126

CERTIFICATE FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Missouri Corporation, herein called the Company, certifies to the Applicant named on the following page that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (10-17-92) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:

Issued by:

CHICAGO TITLE INSURANCE COMPANY

245 Main Street

White Plains, New York 10601

(914) 949-3250

CHICAGO TITLE INSURANCE COMPANY

By:

Dated: 10/14/94

Certified by:

Vincent DeFina
Authorized Signature

Vincent DeFina/jc

Redated:

by:

Authorized Signature



ATTEST:

George P. Pella
President

Thomas J. Adams
Secretary

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

CONDITIONS AND STIPULATIONS

1. This Certificate shall be null and void:
 - (A) if the fees therefore are not paid;
 - (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;
 - (C) when the policy shall issue or nine months after the effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company.
 - (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.
2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.
3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

CLOSING INFORMATION

Closed by _____ Date Closed _____ Title No. _____

Closed at the office of _____

Parties Present:

Interest in Transaction:

Address:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The identity of the parties executing and delivering the closing instruments was established by

HAVE CONTINUATION OF SEARCHES BEEN RECEIVED FROM DATE OF CERTIFICATE to DATE OF CLOSING?

Other Offices and Agencies
in New England and New Jersey.
National service from the
New York Office.

Chicago Title Insurance Company

245 MAIN STREET, 2ND FLOOR, WHITE PLAINS, NEW YORK 10601
(914) 949-3250 (800) 448-4898 FAX (914) 949-3264



NUMBER 9410-01126		DATE November 3, 1994		INSURANCE MTG \$ FEE \$ TBD		MUNICIPAL DEPT. SEARCHES TAXES ONLY	
TITLE VESTED IN CERTIFY AS FOUND						SURVEY INFORMATION	
INSURED, FEE TO BE ADVISED						BANK/CLIENT REQUIREMENTS	
INSURED, MORTGAGE							
DELIVERY: 1 TO 1;1 TO S/A							
PREMISES COUNTY: ORANGE MUNICIPALITY: NEW WINDSOR ADDRESS 1: 335 TEMPLE HILL ROAD, NEW WINDSOR, NEW YORK OTHER: NONE SECTION: 4 BLOCK: 3 LOT: 10.12 ADDRESS 2: 335 TEMPLE HILL ROAD, NEW WINDSOR, NEW YORK				REMARKS			
ESTIMATE OF FEES 020 TITLE PREMIUM FEE 0.00							
IF THIS IS A REFINANCE WITHIN TEN YEARS, YOU MAY BE ENTITLED TO A REDUCED PREMIUM. CONTACT THIS COMPANY IMMEDIATELY FOR DETAILS.							
MAILING DATE November 14, 1994 CLOSING DATE		PRIOR INSURER/ PRIOR TITLE NUMBER		PRIOR FEE OR MTG./ PRIOR AMOUNT		AMENDMENT DATES/INITIALS	

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES ON THE BASIS OF OUR FILED RATE SCHEDULE ARE NOTED, SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSEMENTS. WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

APPLICANT NUMBER: 6121859-000

Very truly yours,

ALAN COSTA - 3301

035/GD

APPLICANT FEE (1) TEL: (212)557-7200
FAX: (212)286-1884

APPLICANT MTG (2) TEL:
FAX:

LAURIE C. NELSON, ESQ.
DAVIDOFF & MALITO
605 THIRD AVENUE
NEW YORK, NEW YORK 10158-0000

CHICAGO TITLE INSURANCE COMPANY

245 MAIN STREET, SECOND FLOOR, WHITE PLAINS, NEW YORK 10601

(914)949-3250 Main (800)448-4898 Toll Free (914)949-3264 Fax (914)949-5845 Fax

KEY PERSONNEL

Thank you for placing your title work with our company. In order to facilitate a direct response to any telephone inquiries concerning matters involved with the annexed title commitment, please direct your call toward the following individuals:

CLEARANCE

Clearance and general title questions should be directed toward the person who countersigned the report which is typed on the front cover.

CUSTOMER SERVICE

Premiums and additional title requirements should be directed to your account representative stated on the application or to:

Ms. Susan Quinn
Customer Service Supervisor

CLOSING ARRANGEMENTS

Ms. Kathy D'Agostino
Closing Supervisor

POST CLOSING INQUIRIES:

POLICY

Ms. Dorothy Burwell
Policy and Typist Supervisor

ACCOUNTING

Ms. Ruth Littmann
Bookkeeper

ESCROW

Ms. Theresa Morris
Escrow Manager

THANK YOU FOR YOUR BUSINESS

FLOYD A. MANN - ASSOCIATE REGIONAL COUNSEL
JONETH MANCINI - BRANCH MANAGER
THEODORE WERNER - AREA MANAGER

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

Title No.: 9410-01126

Effective Date: OCTOBER 14, 1994

Underwriter: VINCENT DEFINA

Owner's Policy to be issued:

ALTA 10-17-92 Owner's Policy

\$ TBD

Proposed Insured:

TO BE ADVISED

Leasehold Policy to be issued:

ALTA 10-17-92 Leasehold Policy

\$

Proposed Insured:

Loan Policy to be issued:

ALTA 10-17-92 Loan Policy

\$

Proposed Insured:

Borrower:

Loan Policy to be issued:

ALTA 10-17-92 Loan Policy

\$

Proposed Insured:

Borrower:

The estate or interest in the land described or referred to in this certificate and covered herein is:

FEE SIMPLE

Title to said estate or interest in said land at the effective date hereof is vested in:

Title can be conveyed by MARTIN SCHAFER, Referee, in action entitled Supreme Court, ORANGE County, MARINE MIDLAND BANK, N.A., plaintiff, against FREEDOM ROAD REALTY ASSOCIATES and others, defendants pursuant to judgment of foreclosure and sale dated 11/10/92 entered and filed in the office of the County Clerk on 12/16/92.

The land referred to in this certificate is described as follows:

SEE ATTACHED DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A DESCRIPTION

Title No.: 9410-01126

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, Orange County, State of New York and being more particularly bounded and described as follows:

BEGINNING at a stone monument at the northwest corner of the intersection formed by New York State Route 300 (Temple Hill Road, a.k.a. Freedom Road) and Wembly Road,;

THENCE the following two courses along the northerly line of Wembly Road

South 62° 55' 34" West 372.80 feet to a monument, thence
South 78° 47' 06" West 141.73 feet;

THENCE North 27° 06' 00" West 831.56 feet to an iron pipe;

THENCE the following two courses along lands now or formerly of Helmer being a proposed extension of Wembly Road to be dedicated to the Town of New Windsor;

North 71° 33' 18" East 353.88 feet to an iron pipe, thence
North 56° 03' 18" East 129.00 feet to a stone monument;

THENCE the following six courses along the Westerly line of N.Y.S Route 300;

South 23° 26' 40" East 33.74 feet to a stone monument, thence
South 29° 23' 50" East 119.00 feet to a stone monument, thence
South 36° 07' 25" East 136.94 feet to a stone monument, thence
South 30° 09' 29" East 151.01 feet to a stone monument, thence
South 25° 44' 07" East 257.45 feet to a stone monument, thence
South 29° 16' 05" East 136.74 feet to the point of BEGINNING.

EXCEPTING THEREFROM so much of the premises that was taken by the People of the State of New York by Notices of Appropriation recorded in Liber 2792 cp 331, and Liber 2808 cp 110.

CHICAGO TITLE INSURANCE COMPANY

ALTA 10-17-92 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation (The Company), insures as of the Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested in other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of title;
4. Lack of a right of access to and from the land;
5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest as shown in Schedule A of this policy.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

EXCLUSIONS FROM COVERAGE – OWNER'S

The following matters will be expressly excluded from the coverage of the policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer, except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SPECIAL NEW YORK COVERAGE – OWNER'S

If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

I. BLANKET POLICY

If the application is for title insurance under a master or blanket policy all of the following items under this Schedule B will be excepted from coverage in the Certificate of Title Insurance to be issued hereon unless disposed of to the satisfaction of the Company on or prior to closing.

II. IDENTITY PARTIES

The identity of parties at the closing of this title should be established to the satisfaction of the closer.

III. SECTION 13 OF LIEN LAW

Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

IV. ASSIGNMENT OF MORTGAGE OR OTHER LIENS

When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

V. MATTERS AFTER EFFECTIVE DATE OF CERTIFICATE

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

VI. CORPORATE GRANTOR

If the present transaction consists in whole or in part of a conveyance or lease by a corporate grantor or lessor, there must be compliance with Section 909 of the Business Corporation Law. We will require the written consent to such conveyance or lease by all the holders of the outstanding shares of the said corporation and the instrument on closing should so recite. In lieu thereof the consent of the holders of two-thirds of all the outstanding shares entitled to vote thereon obtained at a meeting duly noticed and called for the purpose of obtaining such consent in the manner provided for in Section 605 of the Business Corporation Law is required and the instrument on closing should so recite.

If neither of the above is obtained, then, the proofs, showing the basis upon which the conveyance or lease is to be made must be submitted to counsel prior to closing.

VII. CORPORATE MORTGAGOR

If the present transaction consists in whole or in part of the making of a new mortgage there must be compliance with Section 911 of the Business Corporation Law. We will require a certified copy of the resolution of the board of directors of any corporate mortgagor authorizing the making of said mortgage.

Proof must also be shown that the consent of stockholders of the mortgagor corporation is not required by its certificate of incorporation or amendments thereto for the making of said mortgage.

The mortgage should contain a recital showing that it was made and executed pursuant to the resolution of the board of directors of the mortgagor.

VIII. CONTRACT

If this certificate requires a conveyance of the fee estate and the contract has not been submitted to the Company, it should be furnished for consideration prior to closing.

IX. PROOF OF NO OTHER NAME

Proof is required to show that the persons certified as owners herein have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.

X. PERSONAL PROPERTY

Title to any personal property, whether the same be attached to or used in connection with the premises.

(The policy to be issued will contain an exception as to this item without change or modification).

XI. MARKET VALUE ENDORSEMENT

Note: Chapter 502 of the laws of 1982 (Insurance law Section 440 Subdivision 5, effective 9-11-82) requires that title companies offer, at or prior to closing, an optional policy to cover the homeowner for the future market value of his or her house. You may, therefore, elect to obtain protection in excess of your purchase price. If you do not wish this additional optional coverage, you must waive same by signing in the space following this notice.

Authorized Signature

Authorized Signature

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B-1

Title No.: 9410-01126

The policy will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the following exceptions unless they are disposed of to our satisfaction:

1. Taxes, tax liens, tax sales, sewer and assessments set forth herein.
2. Mortgages returned herein (FIVE). Detailed statement within.

NOTE: If the subject transaction is one involving a sale subject to the mortgage(s) returned in this exception, and since many lenders now have the mortgage instrument state that the debt will become due and payable at the option of the mortgagee upon any transfer of title, it is recommended that the applicant examine the mortgage document(s) as well as the note(s) and bond(s) and any agreement modifying said mortgage(s) or make inquiry of the mortgagee of the current terms of such instrument(s) especially with respect to acceleration of the maturity date in case of a sale. Upon request, we will obtain and furnish a copy of the recorded mortgage(s) for cost.

3. Any state of facts which an accurate survey might show. or Survey exceptions set forth herein.
4. Rights of tenants or persons in possession.
5. Although the Company will use its best efforts to record instruments promptly, no liability is assumed for penalties and interest under section 1416 of the Tax Law due to the inability to file Transfer Tax Returns or pay Transfer Taxes within the time required.
6. Effective July 1, 1989, in all transactions in which an assignment of mortgage is to be made, an exception will be raised requiring the transaction be pre-cleared, preferably by submitting copies of instruments to the recording officer prior to closing in the county where the affected real property is located. In the absence of such pre-clearances, an exception will be raised and will remain in the final policy which excepts any loss or damage by reason of the failure to comply with the provisions of section 275 of the Real Property Law.
7. All parties will be required to provide photo-identification and social security numbers to the Company's representative at closing.
8. A receipted tax bill cannot be accepted as proof for clearance since many checks proffered are dishonored. Therefore as an accommodation to the banks and in order to expedite the closing, the Company will collect funds to pay the taxes to the municipalities. Additionally fees may be collected to cover possible penalties. There will be a \$50.00 service charge for this service. Any overpayments will be refunded directly to the client.
9. This Company will no longer accept a check over the amount of \$5,000.00 which is not certified unless prior arrangements have been made.
10. If an ALTA Loan policy is required to be delivered at closing then the Company must be advised at least three (3) business days in advance. Format

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B-1 (Continued)

Title No.: 9410-01126

of policy to be insured, must be submitted to the Company at such time.

11. Any municipal, departmental and street searches or returns contained herein are furnished FOR INFORMATION ONLY. They will not be insured, and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.
12. Survey Reading - SEE SHEET ANNEXED.
13. Taxes - SEE WITHIN.
14. Premises herein are listed as partially exempt from real estate taxes. Pursuant to Section 302, 494 or 520 of the Real Property Tax Law, the said exemption terminates immediately upon the transfer of title by the owner entitled to such exemption, or may terminate upon his death, and the said premises shall then be taxed pro rata for the unexpired term of the taxable year, and subsequent thereto, at the full valuation thereof without benefit of such tax exemption.
15. Easement made by Campbell Sloan to Central Hudson Gas and Electric Corporation recorded in Liber 693 cp 335.
16. Easement made by Campbell Sloan and Mary Sloan to Central Hudson Gas and Electric Corporation recorded in Liber 724 cp 391.
17. Easement made by Warren Sloan Sr., Executor, Kenneth Sloan to Central Hudson Gas and Electric Corporation and New York Telephone CO., recorded in Liber 1427 cp 350.
18. Easement made by Morris M. Levinsen, Thomas M. Chadwick, Edward G. Kolb, George R. Krom, Jr. and Donald T. Krom to Central Hudson Gas and Electric Corporation, recorded in Liber 1734 cp 882.
19. Easement made by Leonard Yanko and Charles E. Ludwig to Dexion Realty Corp., recorded in Liber 1775 cp 724.
20. Easement made by Warren Sloan to Central Hudson Gas and Electric Corporation and New York Telephone Company, recorded in Liber 693 cp 337.
21. Easement made by William J. Soan to Central Hudson Gas and Electric Corporation and New York Telephone Company recorded in Liber 908 cp 95.
22. Easement made by Dexion Realty Corp to Town of New Windsor recorded in Liber 1956 cp 505.
23. Notices of Appropriations in Liber 2792 cp 331 and Liber 2808 cp 110.
24. Easements as shown on Acquisition Map No. 33.
25. Easement to Central Hudson Gas and Electric Corporation and New York

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B-1 (Continued)

Title No.: 9410-01126

Telephone Company in Liber 2938 cp 303.

26. Assignment of leases and rents between Freedom Road Realty Associates, a New York General Partnership and Marine Midland Bank, N.A. dated 7/7/88 recorded 7/13/88 in Liber 2790 cp 14.

NOTE: The above exception will be omitted upon a deed out of the referee

27. Sanitary sewer easement in Liber 3435 cp 222.

28. Tax arrears including penalties and interest, as shown on Tax Search herein, must be paid prior to or at closing.

29. Lis Pendens filed 4/12/91, Liber 78 page 251 action MARINE MIDLAND BANK, N.A., plaintiff against FREEDOM ROAD REALTY ASSOCIATES and others, defendants to foreclose five mortgages as consolidated in Liber 2970 mp 17, Index No. 2251/91, plaintiff's attorney HUTTON, INGRAM ET AL, 530 FIFTH AVE., NEW YORK, NEW YORK, judgment dated 11/10/92 entered 12/16/92. This judgment of foreclosure and sale must be vacated, the action must be discontinued, and the notice of pendency of action cancelled by Order of the Court.

NOTE: The above exception will be omitted upon a deed out of the referee.

30. Deed from any fiduciary must recite a full and adequate consideration.

31. Proof is required of the publication of Notice of Sale and of posting in conformity with the provisions of Section 231 of the Real Property Actions and Proceedings Law, and of the filing of the referee's Report of Sale.

32. Due proceedings after judgment of foreclosure and sale are required. Proof of service of the judgment with notice of entry on the parties demanding same is required. Proof of service of notice of sale on all attorneys demanding same is required.

33. Franchise taxes on Monsey Structural Aluminum, Inc. (Out of title 8/85) Report ordered.

34. Proof is required as to the date of formation of FREEDOM ROAD REALTY ASSOCIATES, a partnership and a copy of the partnership agreement produced. The names of all parties or person interested as partners must be supplied along with proof that there has been no change in the composition of the partnership either adding or dropping partners since its formation. Proper searches are required to be made against the names of said partners and title is subject to returns thereon.

NOTE: The above exception will be omitted upon a deed out of the referee.

35. Proof is required of the filing of the Partnership Certificate pursuant to Section 130 of the General Business Law.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B-1 (Continued)

Title No.: 9410-01126.

NOTE: The above exception will be omitted upon a deed out of the referee.

36. Contract in this transaction has not been received by this Company. It should be submitted and considered prior to closing.
37. In advance of scheduling the closing, the Company must be advised as to the identity of the proposed insured and other interim grantee(s), if any, and additional exceptions may then be added.

CHICAGO TITLE INSURANCE COMPANY

TAX SEARCH

Title No.: 9410-01126

Taxes, assessments, water rates and sewer charges which are liens on real property

RETURNS

1. The unpaid taxes, water rates, assessments and other matters relating to taxes which are liens at the date of this certificate are set forth below.

If the tax lots above mentioned cover more or less than the premises under examination, this fact will be noted herein.

In such case, the interested parties should take the necessary steps to make the tax map conform to the description to be insured.

TOWN NEW WINDSOR
SCHLLO DISTRICT NEWBURGH CSD CLASS CODE 710
SECTION 4 BLOCK 3 LOT 10.12

ASSESSED TO: FREEDOM ROAD REALTY ASSOC.
LAND VALUE: \$105,000.00
FULL VALUE: \$1,168,200.00
EXEMPTION: BUS IMP \$54,000.00
FV LESS EXEMPT: \$1,114,200.00

1994 STATE, COUNTY AND TOWN TAX - \$47,346.09 PAID: UNPAID

1994 - 1995 SCHOOL TAX - TO FOLLOW

ARREARS/SPECIAL ASSESSMENTS - SEE ATTACHED BILL - OPEN PRIORS
ATTACHED BILL DOES NOT INCLUDE 94 - 95 SCHOOL TAX

Recent payment of any open items returned on this tax search may not yet be reflected on the public records. Therefore, please request the seller or borrower to have the receipted bills available at the closing.

FOR INFORMATION ONLY, we set forth the assessed valuation for the tax period covered by the taxes herein shown. Consideration should be given to the fact that the assessed valuation may have changed, or may change, for the next succeeding tax period, due to the causes such as completion of improvements or other reasons.

UNLESS there is a final reading or an up to date receipt presented at closing, Policy will except all water, sewer and garbage charges.

Our policy does not insure against taxes, water rates, assessments and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. For information only, we set forth the assessed valuation for the current year.

CERTTAX

-TAX SEARCH-

TOTALS PAYABLE TO COMMISSIONER OF FINANCE
WE REMIT TO: COUNTY OF ORANGE
GOSHEN, NEW YORK 10924

PAGE 1 OF 1
EXEMPTION TAX BILL
1 NOVEMBER 94

NAME OF NEW OWNER 3800 OWNER FREEDOM ROAD REALTY ASSOC
NEW 4-5-10-11 685 TEMPLE HILL RD
TAXABLE VALUE 1114200 NEW WINDSOR NY 12553

PARC NO. 1904.000 94

TAX TAX BALANCE/ RELEVY RELEVY
TYPE SALE PRICE VILLAGE SCHOOL

PENALTY INTEREST FEE/ADV AMOUNT DUE

7452	121655.32			5102.24	10.00	129767.56
7457	17046.09			2367.90	4971.34	1.00
7458	35426.42			2771.92	4655.82	42853.56
TOTAL AMOUNT DUE						247,006.85

5.1% FEE 1.1% SEARCH

AMOUNT IN FULL MUST BE CERTIFIED BY CASHIER CHECK ONLY

Does Not Include
94-95 School Tax

**PREVIOUS
DOCUMENT
IN POOR
ORIGINAL
CONDITION**

NEWBURGH



LEGEND									
STATE OR COUNTY LINE	==	FILED PLAN LOT LINE	--	TAX MAP BLOCK NO.	④	FILED PLAN BLOCK NO.	④	④	
QUARTER SECTION VILLAGE LINE	=====	SEGMENT LINE	-----	TAX MAP POLYLINE NO.	SP	FILED PLAN LOT NO.			
TRACT & SECTION LINE	=====	WATCH LINE	-----	AREAS					
SPECIAL DISTRICT LINE	=====	STREAM	-----	DRIVEWAYS	2000' or 11400' 40'	STATE HIGHWAYS	100' STATE HWY NO. 1		
WATER DIV. LINE	=====	LAND COMBINATION C&D FROM				COUNTY	100' COUNTY HWY NO. 1		

ORANGE CO

Photo No 8. 496 497 000

Date of Photo 2-1-62

CHICAGO TITLE INSURANCE COMPANY
MORTGAGES

Title No.: 9410-01126

1. MORTGAGE

MORTGAGOR: MONSEY STRUCTURAL ALUMINIUM, INC.
MORTGAGEE: THE BANK OF NEW YORK
AMOUNT: \$760,000.00 DATED: 9/13/84
RECORDED: 10/4/84 LIBER 1939 MP 273
TAX PAID: \$7,600.00
SEE MORTGAGE (2) FOR CONSOLIDATION AND ASSIGNMENT

The above mortgage may be satisfied by or assigned by:

MARINE MIDLAND BANK, N.A.

The above mortgage will be omitted upon a deed out of the referee.

2. MORTGAGE

MORTGAGOR: FREEDOM ROAD REALTY ASSOCIATES
MORTGAGEE: THE BANK OF NEW YORK
AMOUNT: \$570,858.16 DATED: 7/31/85
RECORDED: 8/13/85 LIBER 2073 MP 52
TAX PAID: \$5,709.00

The above mortgage may be satisfied by or assigned by:

MARINE MIDLAND BANK, N.A.

The above mortgage will be omitted upon a deed out of the referee.

SEE MORTGAGE (5) FOR FURTHER CONSOLIDATION

2A. CONSOLIDATION AND EXTENSION AGREEMENT

THE BANK OF NEW YORK
PARTY OF THE FIRST PART

FREEDOM ROAD REALTY ASSOCIATES
PARTY OF THE SECOND PART

DATED: 7/31/85 RECORDED: 8/13/85
LIBER 2396 MP 277

Consolidated mortgages (1) and (2) to form a single lien in the principal sum of \$1,300,000.00.

2B. ASSIGNMENT OF MORTGAGE

ASSIGNOR: THE BANK OF NEW YORK
ASSIGNEE: MARINE MIDLAND BANK, N.A.

This certificate does not purport to show all the terms and provisions of the preceding mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured and the effect of any unrecorded agreements in modification thereof.

CHICAGO TITLE INSURANCE COMPANY

MORTGAGES (Continued)

Title No.: 9410-01126

DATED: 7/7/88

RECORDED: 7/13/88

LIBER 3109 MP 154

Assigns mortgage(s) in LIBER 1939 MP 273 AND LIBER 2073 MP 52, as consolidated.

3. MORTGAGE

MORTGAGOR: FREEDOM ROAD REALTY ASSOCIATES

MORTGAGEE: THE BANK OF NEW YORK

AMOUNT: \$1,000,000.00

DATED: 8/25/87

RECORDED: 8/31/87

LIBER 2802 MP 336

TAX PAID: \$10,000.00

The above mortgage may be satisfied by or assigned by:

MARINE MIDLAND BANK, N.A.

The above mortgage will be omitted upon a deed out of the referee.

SEE MORTGAGE (5) FOR CONSOLIDATION

3A. ASSIGNMENT OF MORTGAGE

ASSIGNOR: THE BANK OF NEW YORK

ASSIGNEE: MARINE MIDLAND BANK, N.A.

DATED: 7/7/88

RECORDED: 7/13/88

LIBER 3109 MP 151

Assigns mortgage(s) in LIBER 2802 MP 336.

4. MORTGAGE

MORTGAGOR: FREEDOM ROAD REALTY ASSOCIATES

MORTGAGEE: THE BANK OF NEW YORK

AMOUNT: \$250,000.00

DATED: 3/15/88

RECORDED: 3/18/88

LIBER 3002 MP 217

TAX PAID: \$2,500.00

The above mortgage may be satisfied by or assigned by:

MARINE MIDLAND BANK, N.A.

The above mortgage will be omitted upon a deed out of the referee.

SEE MORTGAGE (5) FOR CONSOLIDATION

4A. ASSIGNMENT OF MORTGAGE

ASSIGNOR: THE BANK OF NEW YORK

CHICAGO TITLE INSURANCE COMPANY

MORTGAGES (Continued)

Title No.: 9410-01126

ASSIGNEE: MARINE MIDLAND BANK, N.A.

DATED: 7/7/88

RECORDED: 7/13/88

LIBER 3109 MP 148

Assigns mortgage(s) in LIBER 3002 MP 217.

5. MORTGAGE

MORTGAGOR: FREEDOM ROAD REALTY ASSOCIATES

MORTGAGEE: MARINE MIDLAND BANK, N.A.

AMOUNT: \$2,746,640.19

DATED: 7/7/88

RECORDED: 7/13/88

LIBER 3117 MP 137

TAX PAID: \$27,466.00

The above mortgage may be satisfied by or assigned by:

MARINE MIDLAND BANK, N.A.

The above mortgage will be omitted upon a deed out of the referee.

5A. CONSOLIDATION AGREEMENT

FREEDOM ROAD REALTY ASSOCIATES

PARTY OF THE FIRST PART

MARINE MIDLAND BANK, N.A.

PARTY OF THE SECOND PART

DATED: 7/7/88

RECORDED: 7/13/88

LIBER 2970 MP 17

Consolidates mortgages (1) through (5) to form a single lien in the principal sum of \$5,000,000.00.

5B. ASSIGNMENT OF LEASES AND RENTALS

ASSIGNOR: FREEDOM ROAD REALTY ASSOCIATES

ASSIGNEE: MARINE MIDLAND BANK, N.A.

DATED: 7/7/88

RECORDED: 7/13/88

LIBER 2970 CP 14

CHICAGO TITLE INSURANCE COMPANY

SURVEY READING

Title No.: 9410-01126

1. Until survey is received and read into title, policy will except any state of facts an accurate survey would show.
2. Until a guaranteed survey is received, policy will not insure courses, distances and dimensions of subject premises or the bed of any street, road or avenue passing through same, and will except any facts such a survey or personal inspection would show.

CHICAGO TITLE INSURANCE COMPANY

MUNICIPAL SEARCHES

Title No.: 9410-01126

NOT PART OF THE TITLE COMMITMENT

Any municipal, departmental and street searches or returns contained herein are furnished FOR INFORMATION ONLY. They will not be insured, and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

Municipal Searches - NONE ORDERED

Street Report - NONE ORDERED

2755

Clerk

In consideration of the sum of \$40.32 paid to the undersigned by Central Hudson Gas and Electric Corporation a corporation of the State of New York and having its principal office at 50 Market Street, Poughkeepsie, State of New York and . . . a corporation of the States of . . . and having its principal office

at . . . in the State of . . . and at . . . in the State of . . . the receipt of which is hereby acknowledged, the undersigned hereby grants unto the said Corporations and either of them, their respective successors, assigns and lessees a right of way and the right to construct, operate, relocate and maintain and to repair, inspect and remove any and all lines of poles for present and future needs, including cables, wires, cross arms, guys, braces, anchors and other fixtures, upon highways adjoining or upon, and in, over and upon the property which I own or in which I have an interest, situate in the town of New Windsor, County of Orange, State of New York, said lines to be located as specified: One Pole in Field on private property of undersigned, together with the right to cut and trim any trees along said lines and to keep the wires cleared 6 feet, and to attach to trees on said property and on the highways which adjoin or are upon said property such guy wires as said Corporations or either of them may deem necessary. The undersigned agrees to accept in full payment and satisfaction for all the rights granted aforesaid, the sum of \$40.32 which shall be paid when construction is begun. The provisions hereof shall apply to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said Corporations respectively. Signed, sealed and delivered on Dec. 17, 1928.

Campbell Sloan L.S.
His X Mark
In the presence of Warren Sloan, J.J. Dunlap Residing at Temple Hill Road.

State of New York On this 17th day of December 1928, before me
County of Orange SS. personally came J.J. Dunlap with whom I am personally acquainted, to me known and known to me to be the subscribing witness, to the foregoing instrument, who being by me duly sworn, did depose and say that he resides in City of Newburgh, that he is personally acquainted with Campbell Sloan and knows said person to be the person described in and who executed the foregoing instrument, that he, the said subscribing witness was present and saw the said person execute the same and that he duly acknowledged to him the said subscribing witness, that he executed the same and that he thereupon subscribed his name as witness thereto. C.D. Ewing, Notary Public.

A true record entered January 18th 1929 at 2 P.M.

Clerk

Liber 693 cp 335

Newburgh, N. Y. Date February 10th 1931

In consideration of Central Hudson Gas & Electric Corporation, a domestic Corporation having its principal office at 50 Market Street, Poughkeepsie New York, agreeing to repair and maintain the poles, wires and fixtures located on our property in the Town of New Windsor, County of Orange, N. Y., and described as

Line extension of one pole, wires and fixtures from Pole #12941 on Temple Hill Road to the residence of the undersigned.

The undersigned hereby grant and convey unto said Corporations its successors and assigns all their right, title and interest in said poles, wires and fixtures, and grant and convey to said Corporation, its successors and assigns an easement and right of way in and on the property of the undersigned for the poles, wires and fixtures in their present location, for the operation and maintenance thereof.

Witness H. B. Hewitt

Campbell L. Sloan ^{his} L. S.
mark

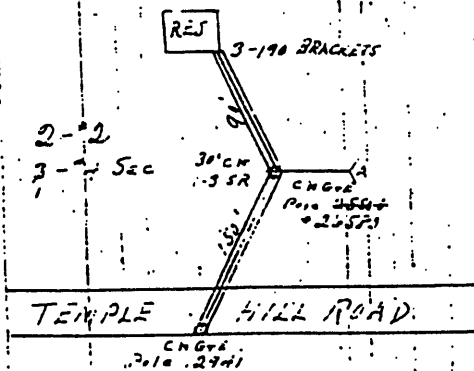
Witness C. Kenneth Sloan

Mary Sloan L. S.

Accepted and agreed to this day of Oct. 22, 1931.

Central Hudson Gas & Electric Corporation

By P. A. Burnes, Secretary



Campbell L. & Mary Sloan

Temple Hill Road

Town of New Windsor

Bill of Material
1-30' Ch Pole
420' #4 Sec Wire
3-190 Brackets
1-3 Spool Rack
1-Light Anchor Guy
10% Depreciation

State of New York

County of Orange SS,

On this 20 day of October 1931 before me personally came H. B. Hewitt with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in Cornwall, N. Y., that he is personally acquainted with Campbell L. & Mary Sloan and knows said persons to be the persons described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said persons execute the same and that they severally duly acknowledged to him, the said subscribing witness, that they executed the same and that he thereupon subscribed his name as witness thereto.

C. D. Ewing, Notary Public

Lib 724 CP 391

Warren Sloan Sr., Executive

Kenneth Sloan

to

Central Hudson Gas &

Electric Corporation,

a domestic corporation and

New York Telephone Co.,

a domestic corporation

Grant

Dated May 1, 1957

Rec. May 31, 1957

Book 1427 page 350

Grants:

An easement and right of way in, upon, over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situate in the Town of New Windsor, County of Orange, State of New York.

Said easement and line shall extend from the property line of Paolo on the east in an westerly direction to the property line of Temple Hill Road on the west for a line to be located on the southerly side of Union Avenue and consisting of poles, wires and anchor with guys.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation, their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property and to trim, cut and remove trees and other objects thereon so as to provide a clearance of 20 feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin,

general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted, the corporations will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove such line to such substitute location, but only one such removal may be required.

Central Hudson Gas & Electric Corporation and New York Telephone Co. shall reimburse the undersigned for any damage to his - her - their - its property caused solely by the said corporations in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporations respectively.

Morris M. Levinson,
Thomas M. Chadwick,
Edward G. Kolb,
George R. Kren, Jr. and
Donald T. Kren

Grant

Dated October 7, 1915

Rec. January 13, 1916

Book 1734 page 682

to

Central Hudson Gas and
Electric Corporation,
a domestic corporation

Grants:

An easement and right of way 30 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the Town of New Windsor, County of Orange, State of New York, from the property line of Union Avenue on the North in a southerly direction to the property line of National Temple Hill Association, Inc. on the South in, along and adjacent to the County Highway, fronting the undersigned property, known as the Temple Hill Road. The pole line now established shall be the center line of the easement.

The exact location of said easement and right of way is to be determined by said corporation having regard to the origin, general direction and destination of the lines and the requirements of said corporation.

Together with the right at all times to enter thereon and to have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove, lines of poles, cables, crossarms, wires, guys, braces, underground conduits, and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation.

ations, their respective successors, assigns and lessees. Together with the right also to trim, cut and remove at any time such trees and other objects thereon and on adjacent property of the undersigned, as in the judgment of said corporations, their respective successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation ^{or} maintenance of said rights, lines and fixtures or any thereof.

Reserving unto the undersigned the right to cultivate the ground within the limits of the right of way, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected within the limits of the right of way without the written consent of said corporations; and provided that damage to the property caused by the undersigned caused solely by, said corporations, their respective successors, assigns or lessees, in maintaining or repairing said lines shall be adjusted at the expense of said corporations, their respective successors, assigns or lessees.

Liber 1775 CP 724

EXECUTIVE AGREEMENT

AGREEMENT made this 2nd day of August, 1967 by and between LEONARD YANKO and CHARLES E. LUDWIG (hereinafter collectively called "Grantor"), and BRXION REALTY CORP., a New York corporation having an office at 39-27 59th Street, Woodside, New York (hereinafter called the "Grantee").

W I T N E S S E T H:

WHEREAS, concurrently herewith the Grantor has sold and conveyed to the Grantee, and the Grantee has purchased the land located in the Town of New Windsor, Orange County and State of New York, more particularly described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, the Grantor owns fee title to land contiguous with the southeasterly boundary of said land described in Schedule A;

NOW, THEREFORE, in consideration of the sum of One (\$1) Dollar and other good and valuable consideration in hand paid by the Grantee to the Grantor, and in consideration of the mutual covenants and provisions hereof, it is hereby mutually agreed as follows:

1. The Grantor does hereby remise, release and forever quitclaim unto the Grantee and its successors and assigns, a right of way to use a driveway jointly with the Grantor and Grantor's heirs and assigns, for purposes of ingress and egress of trucks and other vehicles over the same, said driveway to be located over a strip of land contiguous with the southeasterly

boundary of the premises described in Schedule A to a depth from Temple Hill Road of ~~approximately~~ 500 feet, having a width of 50 feet over all, 30 feet of which shall be used for a permanent road to be constructed by the Grantor, as hereinafter provided, said right of way to also include a circular cul-de-sac to be located at the southwesterly end of said driveway, having a diameter of 100 feet.

2. The Grantor covenants and agrees that the Grantor will, at Grantor's sole cost and expense, construct, according to the Town of New Windsor specifications, the aforesaid driveway and will dedicate said driveway to the Town of New Windsor, when completed. Since a portion of the aforementioned circular cul-de-sac will be on the land conveyed by the Grantor to the Grantee, namely, an arc which at its greatest depth on said land will extend to a point ~~approximately~~ 25 feet from the southerly boundary of said land described in Schedule A, the Grantee covenants and agrees that it will give access to said portion of its land to the Grantor to construct the cul-de-sac and Grantee will convey said portion of its land to the Town of New Windsor at the time the driveway is dedicated by the Grantor.

3. The Grantor covenants and agrees that Grantor will, at Grantor's sole cost and expense, clear the driveway area and place the same in a condition that will render it useable for ingress and egress of trucks and other vehicles to the truck court and ramps to be built by L. Yanke, Inc., the contractor under a certain Construction Contract dated August 2, 1967 with the Grantee as Owner, so that said driveway will be useable as

soon as the Plant to be built under said Construction Contract is available for use. The Grantor shall not, however, be required to maintain said driveway between the date it is so made useable and the date it is dedicated to the Town of New Windsor. It is understood and agreed that completion of said road in accordance with the specifications of the Town of New Windsor, including surface treatment, may be delayed on account of weather conditions, but shall be completed in accordance with the standard requirements of the Town of New Windsor as soon as reasonably possible taking such weather conditions into account, whether or not dedication of said road is accepted by the Town, and Grantor shall use its best efforts to dedicate said road to the Town of New Windsor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Leonard Yanko

Charles E. Ludwig

Grantors

DEXION REALTY CORP.

By: _____

President

Grantee

Grant dated

Sept. 22, 1928

Central Hudson Gas and
Electric Corporation,
a corporation, and
New York Telephone Co.,
a corporation of the States
of New York and New Jersey

Rec. Jan. 18, 1929

Book 693 page 337

Grants:

A right of way and the right to construct, operate, relocate, and maintain and to repair, inspect and remove any and all lines of poles for present and future needs, including cables, wires, cross-arms, guys, braces, anchors and other fixtures, upon highways adjoining or upon and in, over and upon the property which he owns or in which he has an interest, situate in the Town of New Windsor, County of Orange, State of New York, said lines to be located as specified, right to build pole line on highways fronting on undersigned property, together with the right to cut and trim any trees along said lines and to keep the wires cleared 6 feet, and to attach to trees on said property and on the highways which adjoin or are upon said property such guy wires as said corporations or either of them, may deem necessary. The undersigned agrees to accept in full payment and satisfaction for all the rights granted aforesaid, the sum of \$--- which shall be paid when construction is begun. The provisions hereof shall apply to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporations respectively.

---ooo000ooo---

B

to
Central Hudson Gas and Electric
Corporation, a domestic corporation, and
New York Telephone Company, a domestic
corporation

May 5, 1943
Rec. June 3, 1943
Book 908, page 95

Grants:-

An easement and right of way in, upon, over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the town of New Windsor, County of Orange, State of New York.

Said easement and line shall extend from the property line of Kenneth Sloan on the southeast in a southwesterly direction to the property line of Warren Sloan on the southwest.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporations, their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects thereon so as to provide a clearance of ten feet from the wires of said corporations.

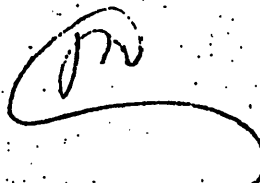
The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted, the corporations will, on reasonable notice, and on being given

without cost a new easement and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove such line to such substitute location, but only one such removal may be required.

Central Hudson Gas & Electric Corporation and New York Telephone Co. shall reimburse the undersigned for any damage to his - her - their - its property caused solely by the said corporations in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporations respectively.

---ooo000ooo---



EASEMENT FOR PUBLIC SEWER

In consideration of the sum of One Dollar (\$1.00) lawful money of the United States, the receipt whereof is hereby acknowledged, the undersigned, DEXION REALTY CORP., residing at (no number) Temple Hill Road, Town of New Windsor, Orange County, New York, hereinafter called, Grantor," hereby grants unto the TOWN OF NEW WINDSOR, a municipal corporation having its offices at 555 Union Avenue, Town of New Windsor, Orange County, New York, hereinafter called "Grantee," for the use of Sewer District No. 17, a perpetual right of way over the following parcel of land to enter upon and lay, install, operate, maintain and replace a pipe, manhole or manholes and appurtenances for conveying sewage under the property of the Grantor, situated in the Town of New Windsor, Orange County, New York, which is more particularly described as follows:

BEGINNING at a point in the southerly line of lands of the Grantor, said point being S59° 48'50"W 62'± from the southeasterly corner of lands of the Grantor, said point also being in the northerly line of Wembley Road, and running thence, along said southerly line of lands of the Grantor, S59° 48'50"W 21'± to a point; thence, through lands of the Grantor, N10° 11'W 250'± to a point in the westerly line of Temple Hill Road; thence, along said road line, S30° 11' 10" E 60'± to a point; thence, through lands of the Grantor, S10° 11' E 186'± to the point or place of beginning.

Together with a temporary easement, for construction purposes, five feet (5') in width, parallel to the westerly and easterly lines of the above described easement.

All of which is shown on a map entitled "Utility Easement in lands now or formerly of Dexion Realty Corp., New Windsor, Sewer District No. 17, Map 9, dated 21 Mar. 1973," prepared by Elias D. Grevas, L.S., a copy of which is on file in the Town Clerk's office.

The Grantor reserves the right to use and enjoy the said premises, except for the rights and privileges herein described and granted, provided that such use shall not interfere with or cause injury or damage to the said sewer line or appurtenances.

This grant is made upon the express conditions and reservations which shall continue and run with the land:

penses after the completion of the original construction or the completion of future repairs to the sewer line; restore the surface of said lands and premises to substantially the same conditions as before such constructions or repairs.

(b) That the sewer line and appurtenances placed in or under said right of way shall, at all times, remain the property of the Grantee and under its control and supervision and the Grantors shall not interfere with or cause injury or damage to said sewer line or appurtenances.

(c) That the Grantor shall have the right to use the said sewer system for the disposal of the following chemical compounds or their equivalent, providing the chemical compounds are not of increased strength than presently in use at the factory known as "Dexion".

1. Kotekleen
2. Keykote 25
3. Keykote 25 L

This approval is subject to the condition that the Grantor assume all responsibility for properly discharging chemicals into the said sewer system.

(d) That the Grantee represents that the Grantor will be able to discharge sewage from the present soil pipe to the sewer main by gravity. In the event that sewage may not be gravitated into the sewer, the Grantee will install and maintain, at the Grantee's expense, a pump lift station and appurtenances necessary to service such building. This agreement is conditional on the elevation of the soil pipe at the exterior wall of the Dexion factory remaining at the same elevation as existed on July 17, 1971.

(e) That the Grantee will install a lateral not exceeding one hundred feet, at a location to be designated by the Grantor, provided that any connection to said lateral for use by the Grantor shall be made by the Grantor subject to rules and regulations of the sewer district.

(f) That the Grantor hereby indemnifies and agrees to save the Grantee harmless from any and all liability or damages whatsoever arising out of any act or omission of the Grantee, its contractors, agents and employees in connection with the exercise of any right granted under this easement.

This grant shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors, heirs, or assigns.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 17th day of September, 1973.

DEXION REALTY CORP.

By *B. Sherman*
Vice Pres.

STATE OF NEW YORK

COUNTY OF WESTCHESTER

ss.:

On the 17th day of September, 1973, before me personally came Barney Sherman, to me known, who, being by me duly sworn, did depose and say that he resides at 161 Finmor Drive, White Plains, New York; that he is the Vice-President of DEXION REALTY CORP., the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Martin Silverberg
Notary Public

MARTIN SILVERBERG

NOTARY PUBLIC, State of New York

No. 9060075

Qualified in Rockland County

Commission Expires March 30, 1974

MARTIN SILVERBERG

NOTARY PUBLIC, State of New York

No. 9060075

Qualified in Rockland County

Commission Expires March 30, 1974

LIBER 1956 PG 507

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE BLACK INK ONLY

SECTION
BLOCK
LOT

NEW YORK STATE DEPARTMENT OF
TRANSPORTATION
TO
FREEDOM ROAD REALTY ASSOCIATES ET AL

RECORD AND RETURN TO:
(Name and Address)

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 063/25 DATE _____ AFFIDAVIT FILED _____ 19 _____

INSTRUMENT TYPE: DEED _____ MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

BG20 Blooming Grove _____	SERIAL NO. _____	CHECK _____ CASH _____ CHARGE _____
CH22 Chester _____	Mortgage Amount \$ _____	
CO24 Cornwall _____	Exempt Yes _____ No _____	MORTGAGE TAX \$ _____
CR26 Crawford _____	3-6 Cooking Units Yes _____ No _____	TRANSFER TAX \$ _____
DP28 Deerpark _____	Received Tax on above Mortgage	
GO30 Goshen _____	Basic \$ _____	
GR32 Greenville _____	MTA \$ _____	RECORD. FEE \$ <u>none</u>
HA34 Hamptonburgh _____	Spec. Add. \$ _____	REPORT FORMS \$ _____
HI36 Highland _____	TOTAL \$ _____	CERT. COPIES \$ _____
MK38 Minisink _____	MARION S. MURPHY	
ME40 Monroe _____	Orange County Clerk	
MY42 Montgomery _____	by: _____	
MH44 Mount Hope _____	ORANGE COUNTY CLERK'S OFFICE S.S.	
NT48 Newburgh (T) _____	Recorded on the <u>14th</u> day of <u>Sept</u>	
NW48 New Windsor _____	<u>1987</u> at <u>2:00</u>	
TU50 Tuxedo _____	O'Clock <u>P</u> M. in <u>Libert</u> Film <u>2792</u>	
WL52 Walkill _____	<u>Doc 9</u> at page <u>331</u> and examined.	
WK54 Warwick _____	<u>Marion S. Murphy</u>	
WA56 Wawayanda _____	County Clerk	
WO58 Woodbury _____		
MN09 Middletown _____		
NC11 Newburgh _____		
PJ13 Port Jervis _____		
0000 Hold _____		

RECEIVED

\$ _____
REAL ESTATE
TRANSFER TAX
ORANGE COUNTY

LIBER 2792 PG 331

ROW 91-R1a (11/84)
(Section A)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT: PIN 8052.06-122, PROC. 8717

DESCRIPTIONS AND MAPS	
MAP NOS.	PARCELS NOS.

S.N. 9457

33

37

TEMPLE HILL ROAD

ORANGE COUNTY

TOWN OF NEW WINDSOR

being a portion of Section 4, Block 3, Lot 10.12 as shown on the
Official Tax Map

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps

TO: FREEDOM ROAD REALTY ASSOCIATES, a partnership - 335 Temple Hill Rd, New Windsor, NY 12550
THE BANK OF NEW YORK - 280 Broadway, Newburgh, NY
CENTRAL HUDSON GAS & ELECTRIC CORPORATION - 284 South Rd., Poughkeepsie, NY 12601
NEW YORK TELEPHONE COMPANY - 1095 Avenue of the Americas, New York, NY 10036
TOWN OF NEW WINDSOR - New Windsor, NY
INSULPANE INDUSTRIES, INC. - 335 Temple Hill Rd., New Windsor, NY 12550
PATRICK KENNEDY - 335 Temple Hill Rd., New Windsor, NY 12550
ALPHA DESIGN - 335 Temple Hill Rd., New Windsor, NY 12550

TAKE NOTICE that on the 11th day of May, 1987, there was filed in
the office of the Department of State a certified copy of each of the above designated
descriptions and maps of property; and that on the 14TH day of SEPTEMBER, 1987,
there was filed in the office of the clerk of the county, in which such property is
situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights
described in said descriptions and maps vested in The People of the State of New York upon
such filing in the office of said county clerk.

COMMISSIONER OF TRANSPORTATION
OF THE STATE

Dated: 9-14-87



BY:

2192 PG 352 D.J. Gurnett, Director, Real Estate Division

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
(This Page is Part of the Instrument)

PRINT OR TYPE BLACK INK ONLY

Freedom Road Realty Associates
Insulpane Industries, Inc.
TO

DEPT. OF TRANSPORTATION

RECORD AND RETURN TO:
(Name and Address)

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 064442

DATE 9/25/87

AFFIDAVIT FILED

19

INSTRUMENT TYPE: DEED

MORTGAGE

SATISFACTION

ASSIGNMENT

OTHER Appr

BG20 Blooming Grove
CH22 Chester
CO24 Cornwall
CR26 Crawford
DP28 Deepark
GO30 Goshen
GR32 Greenville
HA34 Hamptonburgh
HI36 Highland
MK38 Minisink
ME40 Monroe
MY42 Montgomery
MH44 Mount Hope
NT46 Newburgh (T)
NW48 New Windsor
TU50 Tuxedo
WL52 Wallkill
WK54 Warwick
WA56 Wawayanda
WO58 Woodbury
MN09 Middletown
NC11 Newburgh
PJ13 Port Jervis
9999 Hold

SERIAL NO.

Mortgage Amount \$

CHECK

CASH

CHARGE

Exempt

Yes

No

MORTGAGE TAX \$

3-6 Cooking Units

Yes

No

TRANSFER TAX \$

Received Tax on above Mortgage

Basic

\$

MTA

\$

RECORD. FEE \$

Spec. Add. \$

REPORT FORMS \$

TOTAL

\$

CERT. COPIES \$

MARION S. MURPHY
Orange County Clerk

by:

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 2nd day of

October

19 87

at 10:12

O'Clock

A

M. in Liber Film

2205

Dec'd

at page

110

and examined.

Marion S. Murphy
County Clerk

RECEIVED

\$

REAL ESTATE

TRANSFER TAX
ORANGE COUNTY

2808 PG 110

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL PROPERTY DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT: PIN 8052.06-221

Proc. #8717

SH 9457

Temple Hill Road

Orange County

Town of New Windsor

Being a portion of Section 4
Block 3 Lot 10.12 as shown on the

official Tax map

State of New York

County of Dutchess

AFFIDAVIT OF PERSONAL SERVICE

SS.

- HENRY J. LUTY

, being duly sworn, deposes and says: that he
is over eighteen years of age; that he resides at 7 Luty Drive

Hyde Park, NY

; that he made personal service on

Freedom Road Realty Associates
Insulpane Industries, Inc.

of a copy of the attached notice of appropriation and a copy of each of the descriptions
and maps referred to therein, at the times and places set forth below:

Name	(if corporation) Name and Title of Officer Served	Place of Service	Date of Service
Freedom Road Realty Associates	Robert Waxtel Gen. Partner	335 Temple Hill Rd. New Windsor, NY	9/24/87
Insulpane Indust. Inc.	Robert Waxtel President	335 Temple Hill Rd. New Windsor, NY	9/24/87

by delivering to and leaving personally with each of said persons and with each of the
above named corporate officers true copies thereof.

Deponent further states that he knew the persons and corporations so served by him
to be the same persons and corporations named in said notice and to whom said notice was
directed and further knew the persons named above as corporate officers to be such officers.

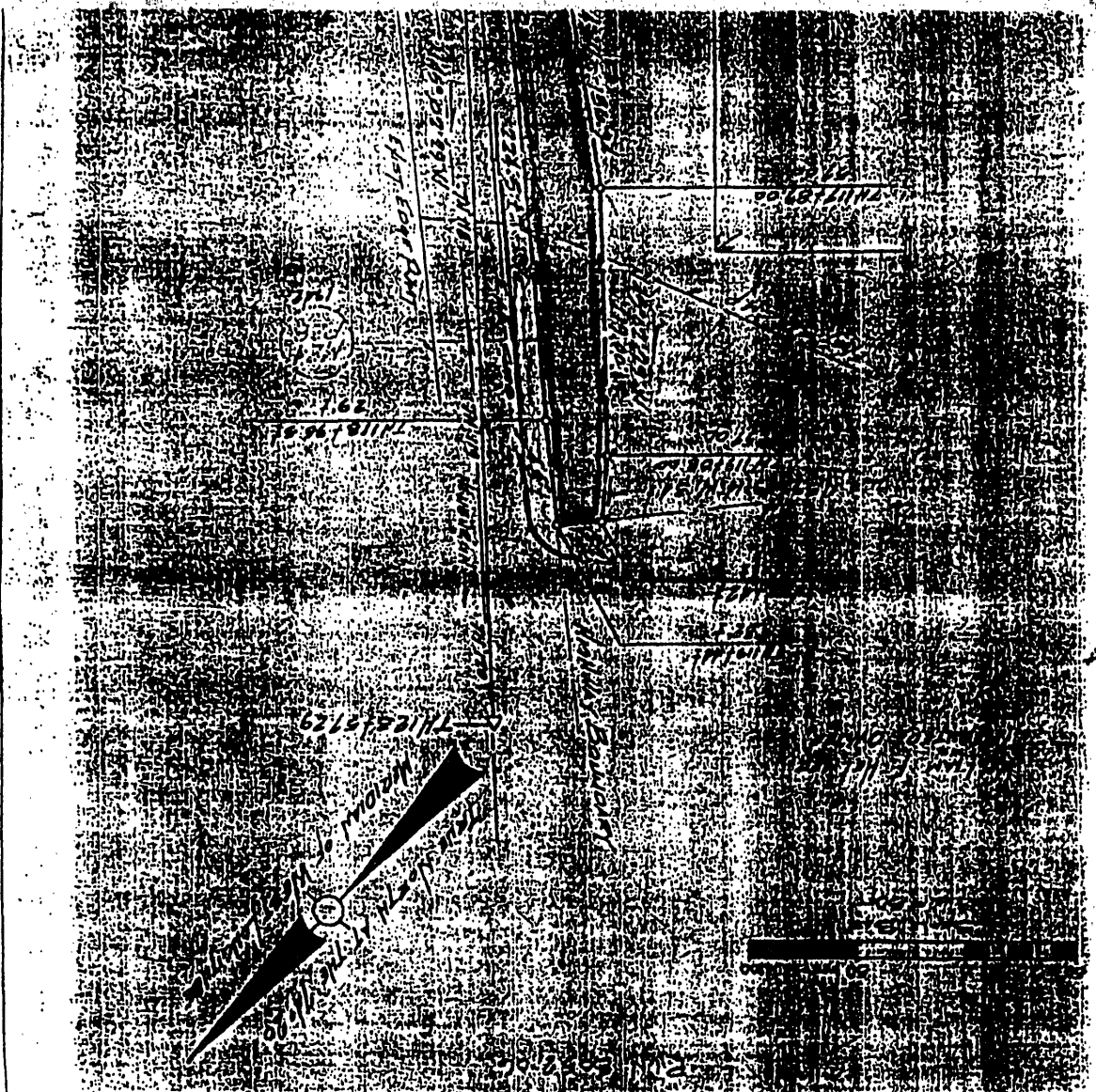
Sworn to before me this 25 day
of September, 19 87.

David A. Terwilliger
Notary Public, State of New York

DAVID A. TERWILLIGER
Notary Public, State of New York
Residing in Orange County
Commission Expires April 28, 1988

Henry J. Luty

REC-2808 PC 111

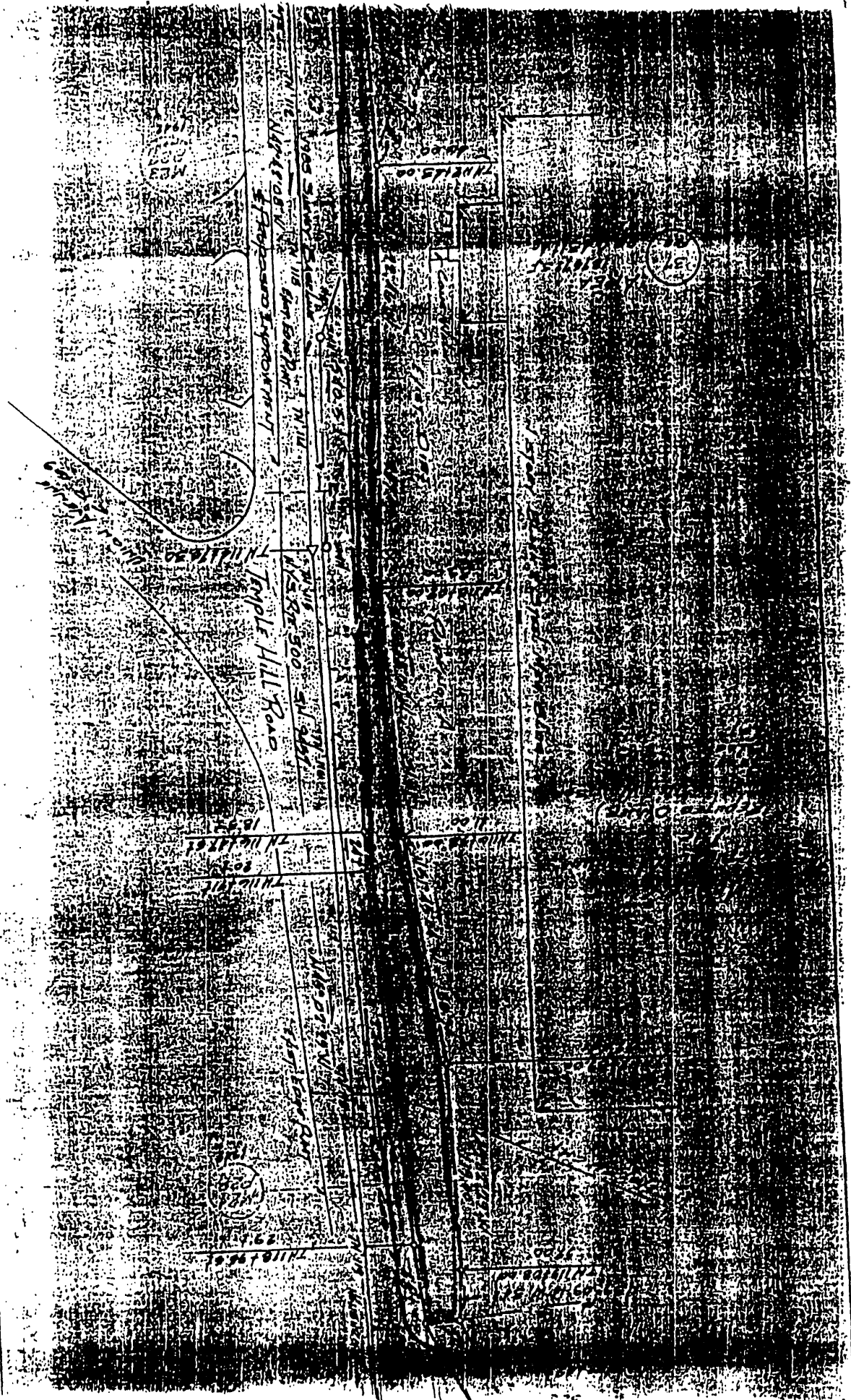


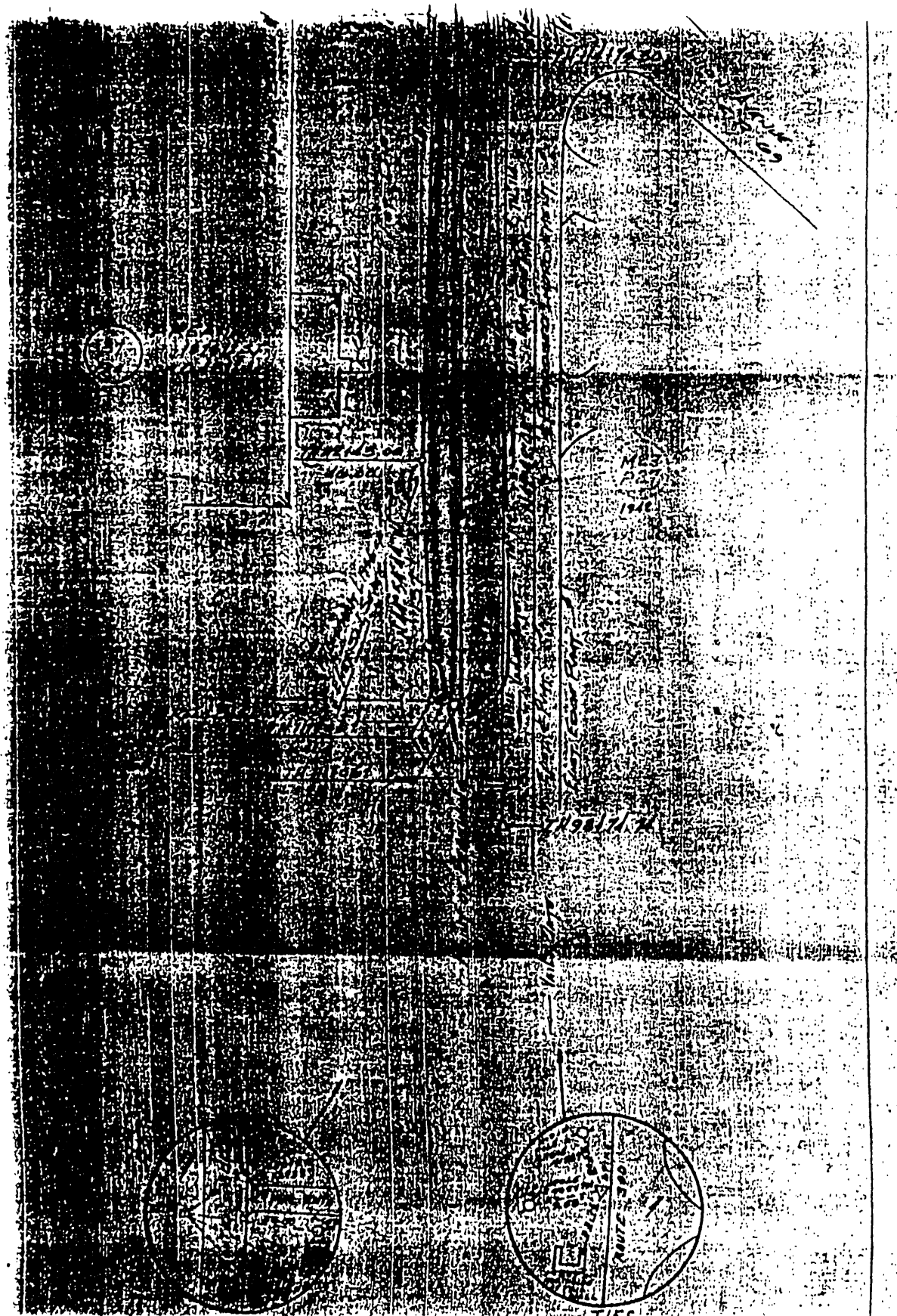
OF 2 SHEETS

NO. 1

ON 1/1

MADE IN U.S.A.





Temple Hill Road
(20.000)

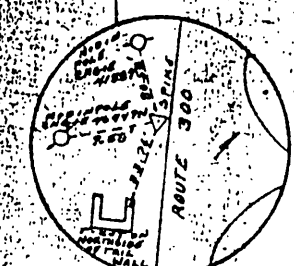
TH 111+00.1
TH 111+00.1
75.1

TH 98+74.74

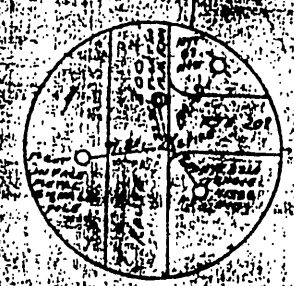
W. 1/4 Sec. 10



TIES
TH 98+74.74



TIES
TH 114+75.30



TIES
TH 123+57.29

Continued on Sheet No. 2

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
TEMPLE HILL ROAD
S.E. NO. 49457
ORANGE COUNTY

Monsey Structural Aluminum, Inc.

MAP NO. 33
PARCEL NO. 37

ORANGE COUNTY SHEET 2 OF 2 SHEETS

Survey taken on file at New York
State Department of Transportation
Regional Office No. 8 located
at Poughkeepsie, New York

TRN

CC

All that certain piece or parcel of property hereinafter designated as Parcel No. 37, being a portion of Section 4, Block 3, Lot 10.12 as shown on the Official Tax Map, situate in the Town of New Windsor, County of Orange, State of New York, as shown on the accompanying map and described as follows:

Parcel No. 37

Beginning at a point on the existing southwesterly boundary of Temple Hill Road at the intersection of said boundary with the existing northwesterly boundary of Wembley Road, said point being 23+ feet distant southwesterly, measured at right angles from Station TH11+06+ of the hereinafter described survey baseline for the reconstruction of Temple Hill Road, S.H. 9457, thence running southwesterly along the said existing northwesterly boundary a distance of 18+ feet to a point being 41+ feet distant southwesterly, measured at right angles from Station TH11+06+ of said survey baseline; thence running northwesterly through the property of Monsey Structural Aluminum, Inc. (reputed owner) the following six (6) courses and distances: one (1) N44° 54' 44" W, a distance of 137+ feet to a point being 46.00 feet distant; southwesterly, measured at right angles from Station TH11+43.00 of said survey baseline; two (2) N41° 22' 46" W, a distance of 257.45 feet to a point being 39.00 feet distant, southwesterly, measured at right angles from Station TH15+02.00 of said survey baseline; three (3) N45° 48' 00" W, a distance of 151.01 feet to a point being 11.00 feet distant; southwesterly, measured at right angles from Station TH16+53.00 of said survey baseline; four (4) N51° 45' 04" W, a distance of 136.94 feet to a point being 57.00 feet distant, southwesterly, measured at right angles from Station TH17+89.00 of said survey baseline; five (5) N45° 02' 29" W, a distance of 119.00 feet to a point being 57.00 feet distant, southwesterly, measured at right angles from Station TH19+08.00 of said survey baseline; and six (6) N39° 09' 14" W, a distance of 34+ feet to a point on the division line between the property of Monsey Structural Aluminum, Inc. (reputed owner) on the southeast, and the property of William F. Helmer (reputed owner) on the northwest, said point being 53+ feet distant, southwesterly, measured at right angles from Station TH19+42+ of said survey baseline; thence running northeasterly along said division line a distance of 21+ feet to a point on the existing southwesterly boundary of Temple Hill Road, said point being 32+ feet distant; southwesterly, measured at right angles from Station TH19+44+ of said survey baseline; thence running along the said southwesterly boundary the following four (4) courses and distances: one (1) southeasterly a distance of 48+ feet to a point being 49+ feet distant; southwesterly, measured at right angles from Station TH18+35.5+ of said survey baseline; two (2) southeasterly a distance of 224.5+ feet to a point being 20+ feet distant; southwesterly, measured at right angles from Station TH16+71+ of said survey baseline; three (3) southeasterly a distance of 24+ feet to a point being 18.5+ feet distant; southwesterly, measured at right angles from Station TH16+47.5+ of said survey baseline; and four (4) southeasterly a distance of 540.5+ feet to the point or place of beginning; being 18757 square feet or 0.431 acre more or less.

The above mentioned survey baseline is a portion of the 1984 survey baseline for the reconstruction of Temple Hill Road, State Highway No. 9457 as shown on a map and plan on file in the Office of the State Department of Transportation and described as follows:

Beginning at Station TH98+74.74; thence N42° 42' 08" W to Station TH114+75.30; thence N45° 02' 29" W to Station TH123+57.295;

All bearings are referred to true North at the 74° 20' Meridian of West Longitude.

711111

I hereby certify that this is an accurate description and map made from an accurate survey,
and is true and correct under my direction.



KARTIGANER ASSOCIATES, P.C.
CONSULTING ENGINEERS
NEWBURGH, NEW YORK

Date: July 7 1982

Dennis M. Lowes
Dennis M. Lowes, L.S.
NY State Licensed Land Surveyor
NY State License No. 49094

I hereby certify that the property described and mapped above is necessary for this project
and the acquisition thereof is recommended.

W.H. Kikillus

Date: August 19 1982

J. R. Kikillus
Regional Design Engineer
for the Regional Director of Transportation
Region No. 8

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY

TEMPLE HILL ROAD
S.H. NO. 9457
ORANGE COUNTY

PARCEL NO. 57

TOTAL AREA = 18757 S.F.
or 0.431 A.

Property owned by: Monsey Structural Aluminum, Inc.
(Reputed Owner)

Description of property which the Commissioner of Transportation deems necessary to be
acquired by appropriation in the name of the People of the State of New York in fee for purposes
connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law
and the Eminent Domain Procedure Law.

I hereby reserve from this appropriation all the right, title and interest, if any, of the
United States of America, in or to said property.

Whereas, by the authority set forth above and the authority delegated to me by official order of
the Commissioner of Transportation, the above description and map are hereby officially
approved and said description and the original tracing of this map are hereby officially
filed in the office of the Department of Transportation.

D. J. Gurnett

Date: August 19 1982

Shirley Littlehugh
Real Estate Division

I have compared the foregoing copy of description and map with the original thereof, as
filed in the Office of the Department of Transportation and I do hereby certify the same
to be true and correct copy of said original and of the whole thereof.

Shirley Littlehugh, R.E. Clerk
Real Estate Division

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

SECTION 4 BLOCK 3 LOT 10.120

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE BLACK INK ONLY

Freedom Road Realty Associates

TO

Central Hudson Gas & Elec. Corp.
284 South Ave., Poughkeepsie, NY
12601

NEW YORK TELEPHONE

RECORD AND RETURN TO:

(Name and Address)

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601
Attention: Mrs. Beverly Farwell

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 056223 DATE 12/11/87 AFFIDAVIT FILED 1 19 88

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER Grant

BG20 Blooming Grove	SERIAL NO. <u> </u>	CHECK <u> X </u> CASH <u> </u> CHARGE <u> </u>
CH22 Chester	Mortgage Amount \$ <u> </u>	
CO24 Cornwall	Exempt Yes <u> </u> No <u> </u>	MORTGAGE TAX \$ <u> </u>
CR26 Crawford	3-6 Cooking Units Yes <u> </u> No <u> </u>	TRANSFER TAX \$ <u>Grant</u>
DP28 Deerpark	Received Tax on above Mortgage	
GO30 Goshen	Basic \$ <u> </u>	
GR32 Greenville	MTA \$ <u> </u>	RECORD. FEE \$ <u>11.00</u>
HA34 Hamptonburgh	Spec. Add. \$ <u> </u>	REPORT FORMS \$ <u>1.00</u>
HI36 Highland	TOTAL \$ <u> </u>	CERT. COPIES \$ <u> </u>
MK38 Minisink		
ME40 Monroe	MARION S. MURPHY	Central Hudson
MY42 Montgomery	Orange County Clerk	
MH44 Mount Hope	by: <u> </u>	
NT46 Newburgh (T)		
NW48 New Windsor	ORANGE COUNTY CLERK'S OFFICE S.S.	
TU50 Tuxedo	Recorded on the <u>17th</u> day of	
WL52 Wallkill	<u>Mar</u> 19 <u>88</u> at <u>9:39</u>	
WK54 Warwick	P'Clock <u>11</u> A. M. in LibertFilm. <u>2938</u>	
WA56 Wawayanda	<u>Deeds</u> at page <u>303</u> and examined.	
WO58 Woodbury		
MN09 Middletown		
NC11 Newburgh		
PJ13 Port Jervis		
9999 Hold		

Marion S. Murphy
County Clerk

RECEIVED
REAL ESTATE
MAY 17 1988
TRANSFER TAX
ORANGE COUNTY

LIBER 2938 PG 303

In consideration of the sum of \$100 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office (residence) at 284 South Avenue, Poughkeepsie, New York, and New York Telephone Company, a domestic corporation having its principal office (residence) at New York, New York is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement for any use relating to the electric, gas, or communication industry, including, but not limited to, the installation, operation and maintenance of overhead and/or underground electric, gas or communication facilities which easement shall be 30 feet in width throughout its extent, in, upon, under, over and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the Town of New Windsor, County of Orange, State of New York. Said easement shall extend from the property line of Route 300 on the East in a Westerly direction to the New York Telephone Company in along and adjacent to Hemby Road to serve Gateway Distribution and others.

Together with the permanent right at all times to have access thereto across the remaining premises of the undersigned, and to enter thereon, and to construct, excavate, relocate, operate and maintain and to protect, repair, replace and remove, in, over and under the property covered by said easement, such facilities, including, but not limited to, lines or poles, cables, crossarms, wires, guys, braces, underground conduits, pipes, mains, and ducts, and all other appurtenances and fixtures adaptable to the present and future needs, uses and purposes of said corporations, their respective successors, assigns and lessees, and provided that physical damage to the property owned by the undersigned caused solely by said corporations, their respective successors, assigns or lessees, shall be adjusted at the expense of the person or entity so causing such damage.

Together with the permanent right also to trim, cut and remove at any time such brush, trees and other objects thereon and on adjacent property of the undersigned, as in the sole judgment of said corporations, their respective successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, facilities and other appurtenances and fixtures or any thereof, which may hereafter be constructed in, over, or across said easement. Said right shall include the right to use chemical means of brush and tree removal only within the limits of said easement, and then only when such does not interfere with the right of the undersigned to cultivate the ground as hereinafter set forth.

The exact location of said easement and lines is to be as determined by said corporations having regard to the origin, general direction and destination of said facilities and the requirements of said corporations.

Reserving unto the undersigned the right to plant and cultivate lawn grass and low growing ornamental shrubs, and the right to cross and recross said easement, provided that any use of said easement shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structures shall be erected and no excavating, mining or blasting shall be undertaken within the limits of said easement without written consent of said corporations or their respective successors, lessees or assigns.

The terms hereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, assigns and lessees of and as may apply to the undersigned and said corporations, respectively.

Signed, sealed and delivered, on December 11, 1987

Freedom Road Realty Associates (L.S.)
By: [Signature] (L.S.)
Residing at: Freedom Road
New Windsor, Orange
New York

INDIVIDUAL ACKNOWLEDGEMENT.
STATE OF NEW YORK

County of ...
On this ... day of ... 19... before me, the subscriber, personally appeared ... to me personally known and known to me to be the individual(s) described in and who executed the foregoing instrument, and ... he (severally) duly acknowledged to me that he ... executed the same.

CORPORATION ACKNOWLEDGEMENT.
STATE OF ...

County of ...
On this ... day of ... in the year 19... before me personally appeared ... to me known, who being by me duly sworn, did depose and say: that he resides at ... that he is the ... President of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by this order.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS.
STATE OF NEW YORK

County of ...
On this ... day of ... 19... before me personally came ... (subscribing witness) with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in ... that he is personally acquainted with ... and knows said person(s) to be the person(s) described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said person(s) execute the same and that he (severally) duly acknowledged to him, the said subscribing witness, that he ... executed the same and that he thereupon subscribed his name as witness thereto.

Notary Public.

Set 4 Block 3 Lot 10.120

GRANT OF EASEMENT
No. 1033 Town NEW WINDSOR
Village
City
Freedom Road Realty
TO
Central Hudson
Gas & Elec. Corp.
Dated 11 December 1987
Map
W.O.No. E-424 A/R
Line 24200
County Clerk's Office
Received on the day of ... 19...
at H. M. M. Recorded in
Book No. of Deeds
on page and examined.
Leave this space for Recording Office
For Clk.
RECORD AND RETURN to
CENTRAL HUDSON GAS & ELEC. CORP.
284 South Avenue,
Poughkeepsie, N. Y. 12602
2938 PG 304

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF NEW YORK, COUNTY OF ORANGE ss:

On this 11th day of December 1987, before me personally came Robert E. Waxtel, to me known, who, being by me duly sworn, did depose and say that he is the ~~President of Freedom Road Realty Associates~~, a General Partner of Freedom Road Realty Associates, New York Limited Partnership, and that he executed the foregoing instrument in the partnership name for and on behalf of the said partnership.

Charles F. Winchell

NOTARY PUBLIC

CHARLES F. WINCHELL
Notary Public in the State of New York
Residing in Orange County
My Commission Expires June 30, 1988
Notary Reg. No. 9701000

LIBER 2938 PG 305

AsPA.CW

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE BLACK INK ONLY

FREEDOM ROAD REALTY ASSOCS.

TO

TOWN OF NEW WINDSOR

RECORD AND RETURN TO:
(Name and Address)

ATTORNEY'S OFFICE
TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N.Y. 12553

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 53850 DATE 2/20/91 AFFIDAVIT FILED 1 19 91

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER RT-LW

BG20	Blooming Grove	_____	SERIAL NO.	_____	CHECK <u>X</u>	CASH <u> </u>	CHARGE <u> </u>
CH22	Chester	_____	Mortgage Amount \$	_____			
CO24	Cornwall	_____	Exempt Yes <u> </u> No <u> </u>		MORTGAGE TAX	\$	_____
CR26	Crawford	_____	Received Tax on above Mortgage		TRANSFER TAX	\$	<u>E</u>
DP28	Deerpark	_____	Basic \$	_____			
GO30	Goshen	_____	MTA \$	_____	RECORD. FEE	\$	<u>20-</u>
GR32	Greenville	_____	Spec. Add. \$	_____	REPORT FORMS	\$	<u>5-</u>
HA34	Hamptonburgh	_____	TOTAL \$	_____	CERT. COPIES	\$	_____
HI36	Highland	_____					
MK38	Minisink	_____					
ME40	Monroe	_____					
MY42	Montgomery	_____					
MH44	Mount Hope	_____					
NT46	Newburgh (T)	_____	MARION S. MURPHY				
NW48	New Windsor	<u>/</u>	Orange County Clerk				
TU50	Tuxedo	_____	by: _____				
WL52	Wallkill	_____					
WK54	Warwick	_____					
WA56	Wawayanda	_____					
WO58	Woodbury	_____	ORANGE COUNTY CLERK'S OFFICE S.S.				
MNG9	Middletown	_____	Recorded on the <u>22nd</u> day of				
NC11	Newburgh	_____	<u>April</u> 19 <u>91</u> at <u>4:21</u>				
PJ13	Port Jervis	_____	O'Clock <u>P.M.</u> in Liber/Film <u>3435</u>				
9999	Hold	_____	at page <u>272</u> and examined.				

Marion S. Murphy
County Clerk

RECEIVED
\$ Exempt
REAL ESTATE
APR 22 1991
TRANSFER TAX
ORANGE COUNTY

FILE# 3435 PAGE 222

ORG 04/22/91 04:21:17 16792 25.00

***** EDUCATION FUND: 5.00 *****

DEED CONTROL NO: 53850 .00 *

***** SERIAL NUMBER: 005800 *****

EASEMENT

EASEMENT granted this 20th day of February, 1991, in consideration of the sum of ONE (\$1.00) DOLLAR, the sum of which is waived, the undersigned, FREEDOM ROAD REALTY ASSOCS., a partnership with offices located at 335 Temple Hill Road, New Windsor, N.Y. 12553, hereinafter called "Grantor", hereby grants unto TOWN OF NEW WINDSOR, hereinafter called the "Grantee", a municipal corporation having its office at 555 Union Avenue, Town of New Windsor, Orange County, New York, a perpetual right of way to enter upon and lay, install, operate, maintain and replace pipes, pipeline, manhole or manholes, and appurtenances (hereinafter referred to as sanitary sewer system) for the conveyance of sewage through the property of the Grantor which is described in Schedule A and B hereto attached.

The Grantor reserves the right to use and enjoy the said premises except for the rights and privileges herein described and granted, provided that such use shall not interfere with or cause injury or damage to the said sanitary sewer system.

This Easement is made upon the following expressed conditions and reservations which shall run with the land and be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors, heirs or assigns:

(a) That the Grantee shall, at its own cost and expense after completion of the original construction and the completion of any future repair, replacement, addition or inspection of the sanitary sewer system, restore the surface of said lands and premises to substantially the same condition as before such construction or repair, replacement, addition or inspection and subject to the terms of this easement as hereinafter set forth.

(b) That the sanitary sewer system and appurtenances placed within said easement area shall, at all times, remain the property of the Town of New Windsor and under its control and supervision and the Grantor and its successors and assigns shall not interfere with or cause injury to said sanitary sewer system or appurtenances.

(c) That the Grantee shall have the right to enter at any manhole or other location along the easement area for the purpose of connecting to the sanitary sewer system.

(d) That the Grantor shall not be authorized to place any structures within the easement area or plant any trees or shrubbery within the easement area without the written consent of the Grantee.

(e) That the Grantee agrees to provide reasonable and necessary surface water drainage facilities including the installation of culverts to prevent any flooding or ponding on the property of the Grantor caused by the construction of the sanitary sewer system.

(f) That the Grantee, upon reasonable notice to the Grantor, shall be allowed to enter Grantor's premises prior to and after

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

On this 20th day of February, 1991, before me personally came CHARLES SQUILLANTE, ROBERT E. WAXTEL, ED SMITH, to me known and known to me to be the persons who executed the above instrument, who, being duly sworn by me, did for themselves depose and say that they are members of the firm of FREEDOM ROAD REALTY ASSOCS. consisting of themselves, that they executed the foregoing instrument in the firm name of FREEDOM ROAD REALTY ASSOCS., had authority to sign same and did duly acknowledge to me that they executed the same as the act and deed of said firm for the uses and purposes mentioned therein.


Notary Public

CAROL A. OWEN
Notary Public, State of New York
No. 4957407
Qualified in Orange County
Term Expires Oct. 16, 1991

27 July 1990

DESCRIPTION
for
Sanitary Sewer Easement
Through Lands Now or Formerly of Freedom Road Realty Assoc.
Section 4, Block 3, Lot 10.12

BEGINNING at a point in the northerly line of lands of the grantor also being the southerly line of Wembly Road, where said line is intersected by the westerly line of Temple Hill Road (N.Y.S. Route 300), running thence the following courses:

1. Along the westerly line of Temple Hill Road, S 22° 40' 26" E, 33.90' to a point;
2. Still along said line, S 29° 23' 01" E, 119.00' to a point;
3. Still along said line, S 36° 05' 37" E, 136.94' to a point;
4. Still along said line, S 30° 08' 33" E, 151.01' to a point;
5. Still along said line, S 25° 43' 19" E, 236' more or less to a point in the westerly line of an existing sanitary sewer easement;
6. Along said line, S 07° 39' W, 59' more or less to a point;
7. Running through lands of the grantor, S 32° W, 199' more or less to a point in the southerly line of lands of the grantor, said point also being the northerly line of Wembly Road;
8. Along said line, S 62° 55' 34" W, 177' more or less to a point;
9. Running through lands of the grantor, N 27° 04' 26" W, 20' to a point;
10. Still through lands of the grantor, N 62° 55' 34" E, 152' to a point;
11. Running through lands of the grantor, N 32° E, 207' more or less to a point;
12. Still through lands of the grantor, N 24° 37' W, 198' more or less to a point;
13. Still through lands of the grantor, N 29° 24' W, 506' more or less to a point in the southerly line of Wembly Road;
14. Along said line, S 56° 03' 18" E, 24' more or less to the point or place of BEGINNING.

Schedule A

LIBER 3435 PAGE 226

(A) MUN. DEPT. SEARCHES

H & B _____
Fire _____
C. O. _____
Oil Burner Permit _____
Dept. of Health _____
Air Pollution _____
Dept. of Highway _____

(B) SURVEY

New ☐ or use existing ☐

Surveyor _____

Ordered _____, received _____

Certified to _____

(C) MORTGAGE:

Existing ☐ V.A. ☐

Conventional ☐ F.H.A. ☐

Application for mortgage to _____

Commitment received from _____, on _____

Expiration date of commitment _____, for \$ _____, _____ years at _____ %.

(D) LEASES:

existing _____, to be made with _____

(E) MISCELLANEOUS ITEMS:

☐ Pay-off letter

☐ Elevator Cert.

☐ Certificate of Reduct.

☐ Fire Underwriter Cert.

☐ Combustible Permit

☐ Keys

☐ C. of O's

☐ L.R.O. Orders

☐ Electrical Inspect. Cert.

☐ Leases

(F) CLOSING DOCUMENTS

Affidavit of Title ☐

Deed ☐

Lease ☐

Assign of Contract ☐

Extension Agreements ☐

Mortgage ☐

Assign of Mortgage ☐

Estoppel Certificates ☐

Bond or Note ☐

Broker's Contract ☐

Owner ☐

Lienor ☐

Landlord ☐

Satisfaction ☐

MATTERS TO BE DISPOSED OF SUBSEQUENT TO CLOSING

(G) ITEMS TO BE RECEIVED BY MAIL

☐ deed ☐ lease ☐ mortgage

Received on _____

Recorded on _____, Book _____ page _____

Title Policy received _____

Endorsements received _____

Commission received _____

Other items: _____

(G) NOTICES TO BE SENT BY MAIL

Notice to

date

Tax Collector ☐ _____

Mortgagees ☐ _____

Tenants ☐ _____

Rent Office ☐ _____

Dept. of Bldgs. ☐ _____

Insurance Cos. ☐ _____

Others _____

(H) ITEMS TO BE FORWARDED TO CLIENT

date mailed

deed ☐ _____

mortgage ☐ _____

bond or note ☐ _____

Title policy ☐ _____

Ins. policy ☐ _____

Other: _____

CHICAGO TITLE INSURANCE COMPANY

Regional Main Office
1211 Avenue of the Americas
New York, New York 10036-8701

REQUEST FOR AUTOMOBILE AUCTION AND SALES IN OLI ZONE.

4-2-15 BIRK'S REALTY, INC. USE VARIANCE GRANTED
TEMPLE HILL ROAD #73-1 (OWNERS: SMITH) 1/15/73
NEW CAR AND TRUCK DEALERSHIP W/ ACCESSORY SALES/OLI ZONE
4-2-15 BIRK'S REALTY CORP. VARIANCE-USE GRANTED
TEMPLE HILL ROAD #77-5 PI ZONE 4/11/77

REQUEST FOR NEW AND USED VEHICLE SALES OUTLET TO BE FOLLOWED BY NEW MOTOR VEHICLE DEALERSHIP IN 2-3 YEARS.

4-2-15.1 NEW WINDSOR BUSINESS PARK ASSOCS. SIGN VARIANCE GRANTED
296 TEMPLE HILL ROAD PI ZONE #89-61 01/08/90
REQUEST FOR 120 S.F. SIGN AREA VARIANCE FOR TWO FREE-STANDING SIGNS, ONE DIRECTORY-TYPE SIGN ON FRONT PORTION OF PARCEL IN PI ZONE.

4-3-2.222 HELMER, WILLIAM/ORANGE DEV. CORP USE VARIANCE GRANTED
EXECUTIVE DRIVE #85-15 PI ZONE 03/25/85
REQUEST USE VARIANCE FOR CONSTRUCTION OF A HEALTH CLUB/RESTAURANT FACILITY IN PI ZONE.

4-3-7 SLOAN, WARREN USE VARIANCE GRANTED
NYS ROUTE 300 #84-1 PI ZONE 02/27/84
REQUEST FOR USE VARIANCE TO ALLOW RETAIL FURNITURE SALES IN PI ZONE, HAD BEEN PREVIOUSLY USED AS RETAIN FURNITURE STORE BUT HAD BEEN CLOSED FOR FOUR YEARS AND LOST PRE-EXISTING, NON-CONFORMING STATUS.

4-3-9.1 MARANO, ANTONIO USE/AREA VARIANCE DENIED
343 TEMPLE HILL ROAD PI ZONE 5/8/78
REQUEST FOR USE VARIANCE FOR GENERAL RETAIL AND 15,000 S.F. LOT AREA VARIANCE IN A PI ZONE. NO SPECIFIC RETAIL USE WAS STATED.

4-3-10.4 A & J WASHROOM ACCESSORIES/GAMMA REALTY AREA GRANTED
319 TEMPLE HILL ROAD PI ZONE #88-48 12/12/88
REQUEST FOR 14 FT./21.9 FT. SIDE YARD, BUILDING HEIGHT, 0.18 FT. FLOOR AREA RATIO, AND A VARIANCE FOR 12 PARKING SPACES TO CONSTRUCT ADDITION TO BUILDING LOCATED IN PI ZONE.

4-3-10.12 DEXION AREA VARIANCE PI ZONE GRANTED
TEMPLE HILL ROAD #75-22 11 FT. SIDE YARD 8/11/75
REQUEST FOR SIDE YARD VARIANCE FOR EXPANSION OF EXISTING BUILDING.

4-3-10.24 LISS, IRWIN #72-12 USE VARIANCE DENIED
TEMPLE HILL RD.(AL'S TIRE) 6/19/72
CONST. OF SERVICE CENTER FOR RETAIL SALE OF TIRES

4-3-10.24 LISS, IRWIN USE VARIANCE GRANTED
TEMPLE HILL RD (AL'S TIRE) 72-17 8/21/72
CONST. OF SERVICE CENTER FOR RETAIL SALE OF TIRES

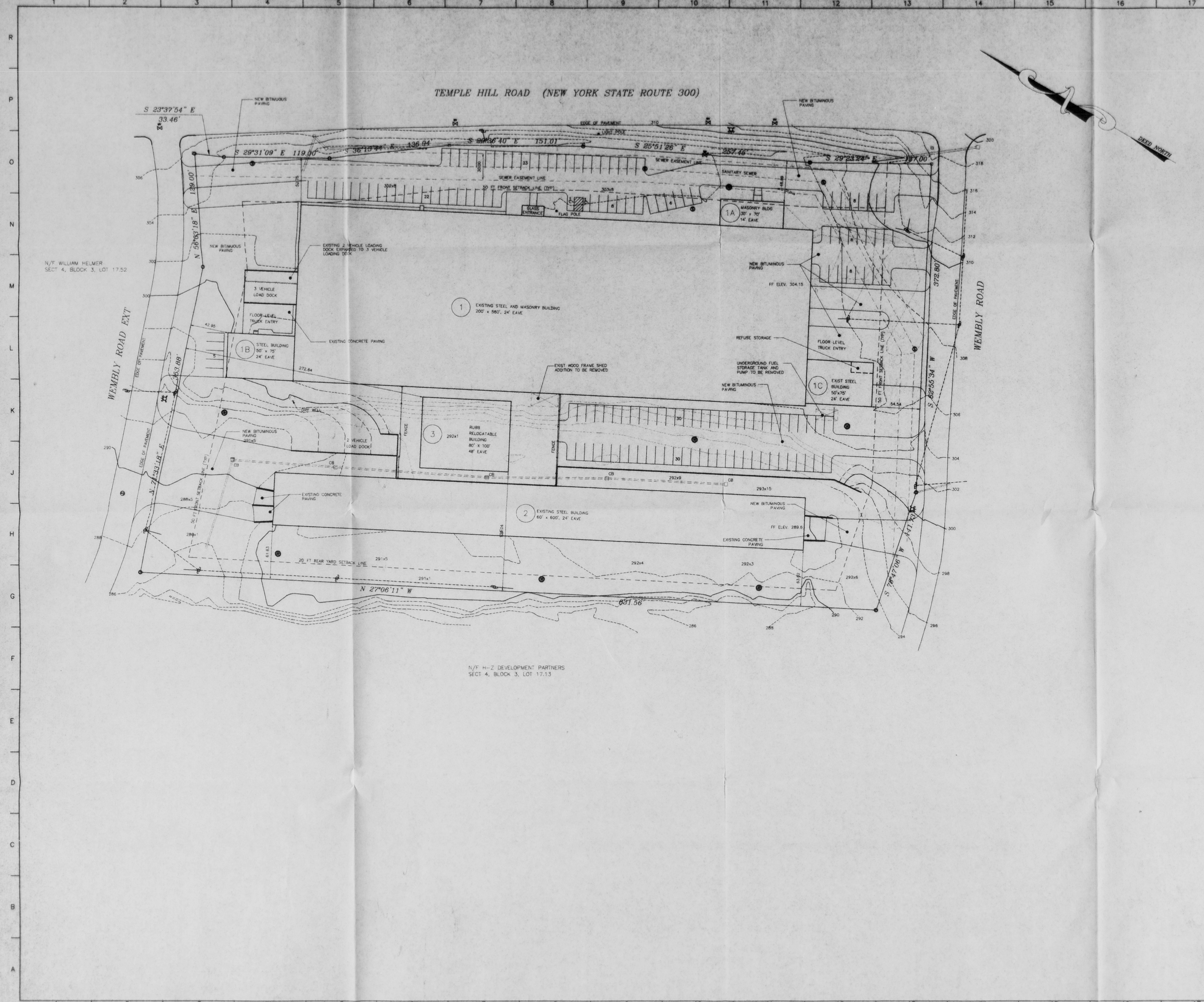
4-3-11 SOTLAND, MICHAEL & STEVEN/SLOAN USE VARIANCE GRANTED
TEMPLE HILL ROAD #85-30 PI ZONE 8/12/85
REQUEST FOR USE VARIANCE TO CONVERT EXISTING RESIDENTIAL DWELLING TO RESTAURANT AND EXISTING GARAGE FOR FOOD PREPARATION AND OFF-PREMISES CATERING, PLUS TOTAL SIDEYARD OF 0/40 FT.

4-3-10.4
10.5
10.21

4-3-18
3.113
3.12
3.11
3.1
3.2
3.14
3.222

4-3-1
2
11.2
10
8
9.1
11.1
7
17.4
17.2
17.13
17.12
15
10.21
10.4
10.5

6-1-24.1
6-1-24.2
24.4
23
25
26.3
32
33
~~3~~
27
30
31
29



LOCATION MAP

GENERAL NOTES

- SITE PLAN BASED ON SURVEY BY DANIEL P. YANOSH, LLS (NYS LIC NO 49561), DATED JANUARY 27, 1995.
- TAX MAP DESIGNATION: SECTION 3, BLOCK 4, LOT 10.12
- TOTAL AREA: 9.54 +/- ACRES.
- MAXIMUM ALLOWABLE BUILDING HEIGHTS BASED ON 6" PER FOOT OF DISTANCE TO LOT LINE.
- CALCULATION OF REQUIRED PARKING SPACES:
 - A: ONE SPACE PER TWO EMPLOYEES AT MAXIMUM SHIFT - 140 EMPLOYEES / 2 = 70 REQUIRED
 - B: ONE SPACE PER 400 SF OF MANUFACTURING AND ASSOCIATED OFFICE SPACE AND ONE SPACE PER 1,000 SF OF WAREHOUSE AREA.
 - 50,000 SF MFR AREA/400 = 125
 - 10,000 SF OFFICE/200 = 50
 - 106,600 SF WHSE/1,000 = 107
 - C. TO BE PROVIDED = 148

SYMBOL LEDGEND

	CATCH BASIN		UTILITY POLE
	FIRE HYDRANT		
	HANDICAP PARKING		
	GAS VALVE		
	WATER VALVE		
	SEWER MANHOLE		
	MONITORING WELL		
	CULVERT PIPE		
	RETAINING WALL		

USE/BULK REGULATION COMPARISON TABLE

ZONING-PLANNED INDUSTRIAL (PI) BASED ON LINE 15			
	REQ/ALLOW	EXIST/PROP	VARY
1. LOT AREA	40,000	415,555	
2. LOT WIDTH	150	631.56	
3. FRONT YARD	50		
4. BLDG 1A (TEMPLE HILL)		46.89*	3.11
BLDG 1B (WEMBLY EXT)		50.6	
BLDG 1C		42.95*	7.05
BLDG 2		54.5	
4. SIDE YARD/TOTAL	15/40	NONE	
5. REAR YARD	20	61.6	
6. FRONTAGE	N/A	N/A	
7. MAX BLDG HEIGHT			
BLDG 1	26.5	23.0	
BLDG 1C	27.3	24.0	
BLDG 1B (WEMBLY EXT)	21.47	24.0*	2.53
BLDG 2	30.5	24.0	
BLDG 3	67.5	48.0	
8. FLOOR AREA		166,600	
9. FLOOR AREA RATIO	0.60	0.41	
10. PARKING SPACES	282	148*	134
11. HANDICAP PARKING	2	2	
12. OFF STREET LOADING	6	6	

* INDICATES NON-COMPLIANCE WITH ZONING REGS

no. revisions/submissions	date

WILLIAM C. SQUIRES, P.E.
Structural & CM Engineer
11 Ashwood Terrace
New Windsor, NY 12550
(914) 561-2299
Fax (914) 565-1553

Former Lakes Office
4779 East Lake Road
New Windsor, NY 12553
(914) 565-9549

SITE PLAN
for
SCENIC PROPERTIES, LLC
NEW WINDSOR FACILITY
335 TEMPLE HILL ROAD
NEW WINDSOR, NEW YORK

designed by	WCS	project no.	95003
drawn by	WCS	revision no.	0
checked by	WCS	drawing no.	
scale	1"=40'		
date	6/14/95		

C1